Minnesota Alliance on Crime Board Meeting Agenda January 14, 2016

- I. Introductions/Call to Order
- II. Agenda
 - a. Changes
 - b. Additions
 - *Action needed approval of agenda
- III. Secretary's Report
 - *Action needed approval of minutes
- IV. Treasurer's Report
 - *Action needed –approval of financials
- V. Director's Report
- VI. Committee Reports
 - a. Executive Committee (Vanessa, Lisa, Catie, Brenda)
 - b. Special Events Committee (Sara, Lisa, Brenda, Vicki, Catie, Sharon, Denise)
 - c. Legislative Committee (Sharon, Vanessa, Shane, Chris, Vicki)
 - d. Publishing Committee (Lisa, Denise, Vanessa, Shane, Chris, Catie)
 - e. Marketing Committee/Development Committee (Sara, Lisa, Denise, Brenda)
 - f. Strategic Planning Committee (Vanessa, Vicki, Shane)
 - g. Financing Committee (Sara, Sharon, Catie, Lisa, Brenda, Chris)

VII. Other

- Board Training/Strategic Planning/New Board Members
- Silent Auction
- Annual Meeting
- MAC Insurance
- Technology Grant- Website Design
- By-laws, Policy & Procedure amendments
- Next meeting February 11, Willmar

VIII. Adjourn

Call in info: 866-740-1260

9408090

MAC Board Meeting- Hutchinson, MN December 20, 2015 - Meeting Minutes

I. Called to Order: 10:02 am

- Those present:

Board of Directors: VanessaBarr, Lisa Seifert, Denise Loy

By Phone: Brenda Skogman, Shane Baker - Executive Director: Bobbi Holtberg

- Additional attendees:

II. Agenda

Action Required: Motion to approve December agenda Motion 1st: Brenda 2nd: Lisa Approved

III. Secretary's Report

- Reviewed November Minutes typo on page two under VII Other 6th section down change boarding to board
- Action Required: Motion to approve Secretary's Report from November.

Motion 1st: Denise

2nd: Brenda

Approved with correction

IV. Treasurer's Report

- Reviewed financial report.

Action Required: Motion to approve Treasurer's Report for November.

Motion 1st: Lisa 2nd: Denise Approved

V. Director's Report

- None

VI. Committee Reports

a. Executive Committee: Noneb. Special Events Committee: Nonec. Legislative Committee: Noned. Publishing Committee: None

e. Marketing/Development Committee: Nonef. Strategic Planning Committee: None

g. Financing Committee: None

VII. Other

- Committees – make sure you are signed up for the committees you want to be on

- Technology Grant we have been awarded \$12,000 just need signatures
- Board Training/New Board Members will table til January meeting
 Possible joint training with other coalitions. Bobbi has not been able to coordinate a time to meet
 with them to discuss. Possibly add information to our website. Do a survey monkey once Bobbi
 starts in January. Possible new board members, Alicia Nichols from the DOC, Kelly Nicholson.
 OJP stated we should look for professionals as examples CPA's, accountants, probation,
 minority/diversity. Bobbi to come with a list of possible advertising for new board members
- Silent Auction discussion on what type of letter we should send a new letter to new potential donators and then reminder letters for past donators. Bobbi will look over our current letter and make and changes/modifications and get it back so we could possibly sign and stuff at the next board meeting.
- ED Insurance Vanessa is looking into this
- By-laws, Policy & Procedures Chris is continuing to look at this document for language and ED modifications that were discussed previously. Will make the new changes from this meeting in a different color (red was used from previous modifications)(see the blue color). Under Employee Benefits under #5 add "these holidays are not included in PTO". Under #6 add "To attend any trainings, the training must be approved by the board". #7 remove "by specific grant or leave" correct "ground" to "grounds" Under Paid Time Off (PTO) a. add after) "accrual to begin at start date" Add "c" "Advance notice of one (1) week or more for taking vacation" Notice of leave must be submitted in writing to the President who in turn will notify the Board of Directors of the leave. The Board will approve the leave.

Next meeting: January 14, 2016, 10 to 12 – St. Paul

VIII. Adjourn

Adjourn 11:55 am Motion 1st: Lisa 2nd: Denise Approved

MN Alliance on Crime Income Statement for the period of 12/01/2015 - 12/31/2015

Account Number	Account Name	Account Type	Unrestricted	OJP	Amount
Income					
4000	Contributions Income	income	\$0.00	\$0.00	\$0.00
4010	Annual Meeting	income	\$0.00	\$0.00	\$0.00
4020	Donations	income	\$0.00	\$0.00	\$0.00
4030	Membership Dues	income	\$275.00	\$0.00	\$275.00
4040	OJP Income	income	\$0.00	\$0.00	\$0.00
4070	Silent Auction	income	\$0.00	\$0.00	\$0.00
4090	Interest Income	income	\$2.36	\$0.00	\$2.36
4095	Miscellaneous Income	income	\$1,000.32	\$0.00	\$1,000.32
Total Income			\$1,277.68	\$0.00	\$1,277.68
Expense					
5000	Salaries	expense	\$0.00	\$0.00	\$0.00
5010	Payroll Taxes	expense	\$0.00	\$0.00	\$0.00
5100	Rent	expense	\$0.00	\$334.75	\$334.75
5110	Contract Services	expense	\$0.00	\$160.00	\$160.00
5120	Dues & Subscriptions	expense	\$0.00	\$0.00	\$0.00
5130	Equipment	expense	\$0.00	\$0.00	\$0.00
5140	Liability Insurance	expense	\$0.00	\$0.00	\$0.00
5150	Workers Comp Insurance	expense	\$0.00	\$0.00	\$0.00
5160	Miscellaneous	expense	\$0.00	\$0.00	\$0.00
5170	MMVAA Expenses	expense	\$0.00	\$0.00	\$0.00
5175	Silent Auction Expense	expense	\$0.00	\$0.00	\$0.00
5180	Nat'l Victim Rights Week Exp.	expense	\$0.00	\$0.00	\$0.00
5190	Office & Program Supplies	expense	\$0.00	\$10.00	\$10.00
6000	Telephone Expense	expense	\$0.00	\$115.64	\$115.64
6010	Travel & Training Expenses	expense	\$0,00	\$0.00	\$0.00
6020	Bank Service Charges	expense	\$0.00	\$25.00	\$25.00
6030	Aplos Software Expense	expense	\$0.00	\$25.00	\$25.00
Total Expense			\$0.00	\$670.39	\$670.39
Net Income / (Loss)			\$1,277.68	(\$670.39)	\$607.29

MN Alliance on Crime Balance Sheet as of 01/03/2016

Account Number	Account Name	Account Type	Unrestricted	QLO	Amount
Assets			***************************************		
1000	Checking	asset	\$26,750.46	(\$498.36)	\$26,252.10
1010	Savings	asset	\$15,047.47	\$0.00	\$15,047.47
Total Assets			\$42,037.93	(\$738.36)	\$41,299.57
Liabilities					
Total Liabilities			(\$1,768.14)	\$1,768.14	\$0.00
Equity					
3000	Unrestricted Fund	equity	\$43,806.07	\$0.00	\$43,806.07
3001	OJP Fund Balance	equity	\$0.00	(\$2,506.50)	(\$2,506.50)
Total Equity			\$43,806.07	(\$2,506.50)	\$41,299.57
Total Liabilities + Total E	quity		\$42,037.93	(\$738.36)	\$41,299.57

MN Alliance on Crime Transaction Details for the period of 12/01/2015 - 12/31/2015

Account	Transaction Date	Check Number	Contact/Company	Note	ID/JE Number	Unrestricted	OJP	Amount
Assets								
Cash								
1000 Che	cking							
	12/01/2015		Aplos	Dec. 2015 Invoice		\$0.00	(\$25.00)	(\$25.00)
	12/02/2015	1356	Heidi Hachfeld	December Services		\$0.00	(\$160.00)	(\$160.00)
	12/03/2015		Ready Talk	1008442-129053		\$0.00	(\$22.55)	(\$22.55)
	12/03/2015		Deposit	Membership Dues/Renaissance Parking		\$1,275.32	\$0.00	\$1,275.32
	12/04/2015		AT & T	11/9 Acct798001		\$0.00	(\$20.26)	(\$20.26)
	12/06/2015		Electric Embers	Inv 89786		\$0.00	(\$10.00)	(\$10.00)
	12/22/2015	25	Bremer Bank	Bank Service Charges 12/2015		\$0.00	(\$25.00)	(\$25.00)
	12/23/2015		AT & T Mobility	Inv Dec, 2015		\$0.00	(\$72.83)	(\$72.83)
	12/27/2015	1282	MADD	Jan. 2016 Rent		\$0.00	(\$334.75)	(\$334.75)
Total 1000	Checking					\$1,275.32	(\$670.39)	\$604.93
1010 Savir	ngs 12/31/2015			To record November,	97	\$2.36	\$0.00	\$2.36
				2015 Interest Income				
Total 1010	Savings					\$2.36	\$0.00	\$2.36
Income Income 4030 Mem	e abership Dues							
	12/03/2015		Deposit	Membership Dues/Renaissance Parking		\$275.00	\$0.00	\$275.00
Total 4030 Dues	Membership					\$275.00	\$0.00	\$275.00
4090 Intere	est Income							
	12/31/2015			To record November, 2015 Interest Income	97	\$2.36	\$0.00	\$2.36
Total 4090 Income	Interest					\$2.36	\$0.00	\$2.36
4095 Misce Income	ellaneous							
	12/03/2015		Deposit ,	Membership Dues/Renaissance Parking		\$1,000.32	\$0.00	\$1,000.32
Total 4095 Miscellane	eous Income			850)		\$1,000.32	\$0.00	\$1,000.32

Exp	en	ses
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Other Expenses						
5100 Rent						
12/27/2015	1282	MADD	Jan. 2016 Rent	\$0.00	\$334.75	\$334.75
Total 5100 Rent				\$0.00	\$334.75	\$334.75
5110.0						
5110 Contract Services	1057		D l C	¢0.00	¢1./0.00	£1/0.00
12/02/2015	1356	Heidi Hachfeld	December Services	\$0.00	\$160.00	\$160.00
Total 5110 Contract Services				\$0.00	\$160.00	\$160.00
5190 Office & Program Supplies						
12/06/2015		Electric Embers	Inv 89786	\$0.00	\$10.00	\$10.00
Total 5190 Office & Program Supplies				\$0.00	\$10.00	\$10.00
6000 Telephone Expense						
12/03/2015		Ready Talk	1008442-129053	\$0.00	\$22.55	\$22.55
12/04/2015		AT & T	11/9 Acct798001	\$0.00	\$20.26	\$20.26
12/23/2015		AT & T Mobility	Inv Dec, 2015	\$0.00	\$72.83	\$72.83
Total 6000 Telephone Expense				\$0.00	\$115.64	\$115.64
6020 Bank Service Charges						
12/22/2015	25	Bremer Bank	Bank Service Charges 12/2015	\$0.00	\$25.00	\$25.00
Total 6020 Bank Service Charges	<u>C</u>		-	\$0.00	\$25.00	\$25.00
6030 Aplos Software Expense						
12/01/2015		Aplos	Dec. 2015 Invoice	\$0.00	\$25.00	\$25.00
Total 6030 Aplos Software Expense				\$0.00	\$25.00	\$25.00

MAC'S BUDGET October 1, 2015 through September 30, 2016

OJP Budget, 2015

Personnel	\$66,560.00
Payroll Taxes	\$14,340.00
Travel & Training	\$2,500.00
Contract Services	\$3,000.00
Office & Program Expenses	\$4,000.00
Building Expenses	\$9,600.00
Total Available for FY 2015 (October-September, 2016) Carryover from FY 2015	\$100,000.00
Total Available for FY16	\$100,000.00

OJP Expenses, 2016

\$1,145.40	
\$690.71	
\$670.39	
adjustment	
adjustment	
	\$2,506.50
er 30, 2016	\$97,493.50

OJP Payments Received on Grant

October-December, 2015 January-March, 2016 April-June, 2016

Total Reimbersement to Date

OJP Expenditures Report October 1, 2015 through September 30, 2016

Payroll Taxes	OJP Budget, 2016	<u>Oct</u>	Nov	Dec	Total
Travel & Training \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$42.55 \$43.60.00 \$160.00 \$485.00 \$160.00 \$485.00 \$160.00 \$485.00 \$160.00 \$485.00 \$160.00 \$485.00 \$485.00 \$160.00 \$485.	Personnel				\$0.00
Contract Services	Payroll Taxes	\$8.00			\$8.00
Office & Program Expenses \$637.65 \$153.41 \$175.64 \$966 Building Expenses \$334.75 \$334.75 \$334.75 \$1,004 Total Expenses for Period \$1,145.40 \$690.71 \$670.39 \$2,506 Lan Feb March Total Personnel \$0 Payroll Taxes \$0 Travel & Training \$0 Contract Services \$0 Office & Program Expenses \$0 Building Expenses for Period \$0.00 \$0.00 \$0.00 Total Expenses for Period \$0.00 \$0.00 \$0.00 \$0 Personnel \$0 \$0 \$0 \$0 \$0 Personnel Expenses \$0 \$0 \$0 \$0 \$0 Total Expenses for Period \$0.00 \$0.00 \$0.00 \$0 \$0 Total Expenses for Period \$0.00 \$0.00 \$0.00 \$0 \$0 Total Expenses for Period \$0.00 \$0.00 \$0.00 \$0	Travel & Training		\$42.55		\$42.55
Suiding Expenses \$334.75 \$334.75 \$334.75 \$30.04 \$0.05	Contract Services	\$165.00	\$160.00	\$160.00	\$485.00
S0	Office & Program Expenses	\$637.65	\$153.41	\$175.64	\$966.70
Description	Building Expenses	\$334.75	\$334.75	\$334.75	\$1,004.25 \$0.00
Personnel \$0. Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0. Building Expenses \$0. Total Expenses for Period \$0.00 \$0.00 \$0.00 Personnel \$0. \$0.00 \$0.00 \$0. Payroll Taxes \$0. \$0. \$0. \$0. Travel & Training \$0. \$0. \$0. \$0. Office & Program Expenses \$0. \$0. \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0.00 \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0. \$0. \$0. \$0. Personnel \$0. <t< td=""><td>Total Expenses for Period</td><td>\$1,145.40</td><td>\$690.71</td><td>\$670.39</td><td>\$2,506.50</td></t<>	Total Expenses for Period	\$1,145.40	\$690.71	\$670.39	\$2,506.50
Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0. Building Expenses \$0. Total Expenses for Period \$0.00 \$0.00 \$0.00 April May June Total Personnel \$0. \$0. \$0. Payroll Taxes \$0. \$0. \$0. Travel & Training \$0. \$0. \$0. Contract Services \$0. \$0. \$0. Office & Program Expenses \$0. \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0. \$0. Personnel \$0. \$0. \$0. \$0. Personnel \$0. \$0. \$0. \$0. Payroll Taxes \$0. \$0. \$0. \$0. Travel & Training \$0. \$0. \$0. \$0.		Jan	Feb	March	Total
Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0. Building Expenses \$0. Total Expenses for Period \$0.00 \$0.00 \$0.00 April May June Total Personnel \$0. \$0. \$0. Payroll Taxes \$0. \$0. \$0. Travel & Training \$0. \$0. \$0. Contract Services \$0. \$0. \$0. Office & Program Expenses \$0. \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0. \$0. Personnel \$0. \$0. \$0. \$0. Personnel \$0. \$0. \$0. \$0. Payroll Taxes \$0. \$0. \$0. \$0. Travel & Training \$0. \$0. \$0. \$0.		_			***************************************
Travel & Training					\$0.00
Contract Services \$0. Office & Program Expenses \$0. Building Expenses \$0. Total Expenses for Period \$0.00 \$0.00 \$0.00 Personnel \$0. \$0. Payroll Taxes \$0. \$0. Travel & Training \$0. \$0. Contract Services \$0. \$0. Office & Program Expenses \$0. \$0. Building Expenses \$0. \$0. Total Expenses for Period \$0.00 \$0.00 \$0.00 Total Expenses for Period \$0.00 \$0.00 \$0. Personnel \$0. \$0. \$0. Personnel \$0. \$0. \$0. Payroll Taxes \$0. \$0. Travel & Training \$0. \$0. Contract Services \$0. \$0. Office & Program Expenses \$0. \$0.					\$0.00
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Suilding Expenses Suilding Expenses Suilding Expenses Suilding Expenses for Period Suilding Expenses Suilding Expe					\$0.00
So.					\$0.00
April May June Total	Building Expenses				\$0.00
April May June Total					\$0.00
Personnel	Total Expenses for Period	\$0.00	\$0.00	\$0.00	\$0.00
Payroll Taxes		April	May	June	Total
Travel & Training	Personnel				\$0.00
Travel & Training	Payroll Taxes				\$0.00
Soliding Expenses Soli					\$0.00
Soliding Expenses Soliding Expenses Soliding Expenses Soliding Expenses for Period Soliding Expenses for Period Soliding Expenses So	Contract Services				\$0.00
\$0.00 \$0.0	Office & Program Expenses				\$0.00
July Aug Sept Total	Building Expenses	N.			\$0.00
July Aug Sept Total Personnel \$0. Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0.		<u> </u>			\$0.00
Personnel \$0. Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0.	Total Expenses for Period	\$0.00	\$0.00	\$0.00	\$0.00
Personnel \$0. Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0.					
Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0.		July	Aug	Sept	Total
Payroll Taxes \$0. Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0.	Portannal				60.00
Travel & Training \$0. Contract Services \$0. Office & Program Expenses \$0.					\$0.00
Contract Services \$0. Office & Program Expenses \$0.	5				\$0.00
Office & Program Expenses \$0.					\$0.00 \$0.00
					\$0.00
Billiding Fynenses	Building Expenses				\$0.00
	בשוימווק באףכווזכז				\$0.00
Total Expenses for Period \$0.00 \$0.00 \$0.00 \$0.					

MN Alliance on Crime

Bank Reconciliation

December, 2015

Bank Balance December 31, 2015 26586.85					
Outstanding Deposits 0.00					
Outstanding Checks/Payments					
1282 12/24/2235 MADD \$334					
	\$334.75				
Agrees with Checking Account Balance December 31, 2015	26252.10				
Checking Account					
Checkbook Balance December 1, 2015	25647.17				
Total Deposits for December, 2015	1275.32				
Total Checks and Payments November, 2015	670.39				
Checkbook Balance December 31, 2015	26252.10				
Savings Account					
Beginning Balance December 1, 2015	15045.11				
Interest Income November, 2015	2.36				
Ending Savings Balance December 31, 2015	15047.47				

Invoice

Heidi Hachfeld 423 W. Franklin Street Morristown, MN 55052 507-330-0606

Date:

Jan. 3, 2016

Invoice #: 124

Customer ID: MAC

To:

Minnesota Alliance on Crime

155 Wabasha Street S. St. Paul, MN 55107

612-940-8090

Salesperson	Job	Payment Ter Due upon re		Due Date	
Hours	Description		Hourly Rate	Line Total	
3.00	December Financials		20.00	60.00	
3.50	Qtly Payroll Reports, YE Payroll Rep 1099s	ports, W-2s,	20.00	70.00	
3.50	Pay Bills, JE's, Emails, filing, Set up worksheets, direct deposit, etc.	new payroll	20.00	70.00	

10.00

Subtotal \$ 200.00 Sales Tax Total \$ 200.00



155 South Wabasha Street, Suite 104, St. Paul, MN 55107 Phone (612) 940-8090/(866) 940-8090

January 14, 2016 – Board Meeting Director's Report

Outreach and Issues

- I spoke with Lou Powell at OJP and set up a meeting with Lou and Cecilia Miller on January 27th @ 10:30. The RFP for upcoming competitive funding cycle is expected to be released in February.
- Suzanne Elwell has invited MAC, MCBW, and MNCASA to meet with her on January 27th from 9-10:30 to discuss complaints she is receiving from victims regarding being denied services due conflict of interest issues/policies of direct service providers.
- MCBW has invited MAC to attend the 2015 DV Homicide Memorial to be held at the St. Paul College Club on January 26th. I plan to attend.
- MAC will be participating in 2016 Action Day on March 30th. The theme of this year's event is, 'Together to Live Violence Free'. Beginning at 11:30 there will be a march from the St. Paul College to the Capitol followed by a noon rally on the capitol steps. Next planning meeting is scheduled for January 29th.
- I will be meeting with Liz Richards from MCBW on January 19th. One of the things we will be discussing is OJP's desire for the state coalitions to explore co-location. Each coalition will be securing individual leases for the upcoming year with the goal of continuing exploration of feasibility in the next year. MAC's current office lease runs through February 2016.
- MAC, MCBW, MNCASA, MIWSAC, Sacred Hoop, MN Children's Alliance (MCA) will be meeting with OJP every other month and will take turns hosting the meetings. Meetings will be held on:

January 22nd at MCBW March 10th at MIWSAC

May 20th at MNCASA
July 15th at Sacred Hoop
Sept 16th at MAC
Nov 18th at MCA offices (they do not yet have offices but should soon)

- Minnesota Department of Corrections Visitation Policy change: Beginning March 1st all new visiting applications will be denied if applicant is identified to as a victim of an active offense for the offender they are applying to visit. June 27, 2016 Victims that are currently visiting with an offender that perpetrated against them, will no longer be allowed to visit. Written notices of this policy change will be given to offenders and victims that are currently visiting on January 11th and then to general population on the 12th. Appeals by the victim shall be submitted to the warden of the facility where the offender resides and will follow the same appeal process that any other denied visitor is directed to follow. The offender cannot appeal this restriction. DOC has put together Frequently asked Questions document. At the request of DOC I will be sending this information out to MAC members on January 15th and will attach the FAQ document.
- DOC has asked me to continue delivering two, on-hour training presentations quarterly regarding Victim Impact. One presentation is for volunteers who will be working with offenders as part of the Minnesota Circles of Support and Accountability (MnCOSA) Program. This presentation is a brief overview of the impact of victimization, regardless of crime type. The other presentation is delivered directly to offenders as part of a 12-week Victim Impact class and focuses on the topic of child abuse and neglect. DOC would not be paying a stipend and, if approved by the board, I would count this time as MAC work hours.
- I am working with Caroline Palmer at MNCASA and the DOC regarding whether there is a gap in court rule or law in cases where incarcerated offenders are given victim photos and information as part of court case files for appeal purposes. DOC staff intercepted a photo of a victim during SANE exam that an attorney was sending to his client as part of an appeal.
- Other Upcoming Meetings:

January 20th – Brenda Skoogman @ MAC office
January 21st - MN Criminal Justice Collaborative and MNCASA Public Policy
January 25th – Catie Houck in Alexandria
February 4th – Chief Paul Schnell, representing the MCPA, regarding Body Camera legislation

Training

- I will be attending a free informational session at St. Thomas regarding their Institute for Executive Director Leadership.
- I have registered to attend MAP's Strategies for New Executive Directors free training on March 17th. This is the same date and time the MN CJ Collaborative meets. I will make a determination as to which event will be most beneficial to attend closer to the date.
- Vanessa and I have registered to attend a regional Board Chair/ED training sponsored by OJP to be held on February 2nd from 12-4 in Rochester.

Legislative

• Body Cameras, Senator Latz and Representative Scott have authored bills

Key Issues:

- Officers ability to review video prior to a writing a report or giving a statement following a "critical incident"
- When the cameras can be turned off
- Consent of the person(s) being filmed
- Data retention
- Data sharing
- Data classification public, private, confidential
- Release of data in critical incidents
- I plan to provide updated information regarding upcoming legislative priorities at the February meeting and will send the board updates if anything time-sensitive comes up prior to the meeting date.

Board Misc.

- I anticipate needing to be in St.Paul 3-4 days per week through January and possibly into February and will remain flexible as we move into the legislative session.
- OJP report is due on January 30th. Is someone able to work with me on the measurement outcomes for the last quarter?
- While going through files, I discovered a file with several gift cards. Does anyone know how these are meant to be used? Silent Auction, victims, etc?
- HUGE thank you to Vanessa for all her work preparing for my arrival and to Lisa for getting my computer ready!!! I am excited to be a part of the MAC team and look forward to the possibilities that lay ahead!

POLICYHOLDER NOTICE - MINNESOTA

Date: 12/12/15

Policy Number: 41 WEC II2121

Renewal Date: 01/31/16

Your Hartford Agent: WELLS FARGO INS SVCS USA INC/PHS

THE HARTFORD

(877) 532-3486

MINNESOTA ALLIANCE ON CRIME

155 S WABASHA STE 104

SAINT PAUL MIN 55107

Dear Valued Hartford Insured,

Your current policy provided by The Hartford will expire shortly. The purpose of this notice is to advise you that The Hartford would like the opportunity to provide you with a policy for the upcoming policy term and to advise you of certain changes to your policy as indicated below.

A. Policy Premium

The premium for your policy will increase in whole or in part due to a change in rates or premium modification factors. The new premium for your policy for the upcoming term is indicated below. This premium amount is based on current information known to us and may be subject to change based on any additional information we may receive from you or your Hartford agent or broker. More information on your premium determination can be obtained from your agent or broker, or from The Hartford.

Renewal Premium = \$

472.00

B. Coverage Changes (if applicable)

As noted above, we want to provide you with coverage for the upcoming policy term and this notice is our offer to do so. Your policy for the upcoming term will include certain reductions or additional restrictions in coverage, as indicated by an (x) below.

() Increase in Deductible to:
() Reduction in Limits to:
 () Reductions in Coverage:
() Other Changes or Restrictions in Coverage:

You may receive other notices of coverage changes for the upcoming policy term under separate cover. Those other changes will apply in addition to the changes described above.

 This is not a bill. You will receive a separate bill for all or part of the premium due for your renewal policy. If you do not pay the amount shown by the due date as stated in the bill, your insurance coverage will expire or be cancelled for non-payment of premium.
If you have any questions about your policy or about your overall insurance needs, please contact your Hartford agent or broker. We look forward to continuing our relationship and fulfilling your insurance needs.
Thank you for your business.

THE HARTFORD 3600 WISEMAN BLVD. SAN ANTONIO

TX 78251

MINNESOTA ALLIANCE ON CRIME

155 S WABASHA STE 104

SAINT PAUL, MN 55107

*20002411121210101

MINNESOTA ALLIANCE ON CRIME



155 S WABASHA STE 104 MN 55107 SAINT PAUL

Policy Number: 41 WEC II2121 Renewal Date: 01/31/16

Thank you for being a loyal customer of The Hartford.

1: Your Hartford Policy

Enclosed are renewal documents for your policy, which is scheduled to renew on 01/31/16. Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

2: Your Business Insurance Coverage Checkup

Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:

- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?
- Has there been any increase/decrease in your company's payroll or sales?
- Have you added or eliminated any vehicles used in your business operations?
- Are the bill plan and deductible on your policy right for your business?

During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs. Here is all you need to do:

- Call toll free (877) 532-3486, and select our renewal review service option any EST and request your business insurance weekday from 8 A.M. to 6 P.M. check-up.
- To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.

#3: Servicing Your Needs

To login or register for our Online Business Service Center, go to www.thehartford.com/servicecenter where any time, day or night you can:

- Pay your bill, view payment history and enroll in Auto Pay
- Request Auto ID Cards and Certificates of Insurance
- View electronic copies of billing and policy documents and sign up for paperless delivery

4: If You've Had A Loss or Accident... Report It Immediately

We want to help! Contact us as quickly as possible at 1-800-327-3636.

Representatives are available 24-7 to assist in helping you recover from your loss.

On behalf of WELLS FARGO INS SVCS USA INC/PHS and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely. Your Hartford Team



IMPORTANT NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK **INSURANCE ACT**

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The charge for terrorism is shown in Item 4 of the Information Page or on the Schedule. The rate for terrorism will apply as of the effective date of your policy or the anniversary rating date if different from the effective date. The terrorism rates are subject to change at any time based on state regulatory action.

- B. The following definition is added with respect to the provisions of this endorsement:
 - 1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an

effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses		
2015	85%		
2016	84%		
2017	83%		
2018	82%		
2019	81%		
2020 or later	80%		

However. aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with

procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. All other terms and conditions remain the same.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not received by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an audit will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us at least 3 days prior to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term - helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o One bill convenience -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide how your payments are made ...

- Repetitive EFT: Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- Pay Online: Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- Pay by Check: Send a check with your remittance stub in the envelope provided with your bill.
- Pay by Phone: Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number: 1-866-467-8730 - 7AM - 7PM CST. We look forward to being of service to you.





NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

> Minnesota Insurance Guaranty Association 7600 Parklawn Ave, STE 460 Edina, Minnesota 55435 (952) 831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guarantee association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guarantee association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY THE MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

Form G-4065-0 Page 1 of 1



MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES

WHAT IS A PREMIUM ADJUSTMENT?

When your Workers' Compensation policy was issued you paid a deposit premium based on the nature of your business and estimates of your payroll. At the end of the policy period, we conduct an audit to compare the estimates against the actual figures and operations. Based on this comparison an adjustment is made. If the actual premium is less than what you already have paid, a refund will be made. If it's more, you will be billed for the difference. These adjustments are subject to any minimum premiums that apply.

HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

On smaller, less complex operations we may e-mail you, call you, or mail you a request to ask you to provide the information via our online web-based portal, mail or telephone. If we require this information, we will provide an electronic link to, or a paper copy of, the necessary forms for you to complete.

On larger, more complex operations one of our Premium Auditors will contact you for an appointment. You will be contacted either by e-mail, telephone or If directed, the auditor will contact your accountant to obtain as much information as possible and contact you at a later time for additional information that may be needed.

BASIS OF PREMIUM

Remuneration (Payroll) in most states, includes:

Payment of: commissions, Wages, bonuses,

> overtime,* sick pay, vacation pay,* tool allowances, contributions to individual retirement accounts. employee contributions to employee

benefit plans.

Payments on

basis of: Piece work, incentive plans, profit

sharing.

Housing furnished to employees,* The value of:

meals furnished to employees,* store

certificates, merchandise and other dollar substitutes.

Remuneration does not include:

- a. Employer contributions to a group insurance or pension plan other than statutory plans of insurance.
- b. Special awards for individual inventions or discoveries.
- c. Overtime.*

Subcontractors. In the absence of other insurance. most state laws hold a contractor responsible for injuries to employees of subcontractors. At the time of audit Certificates of Insurance must be available for subcontractors with employees, in order to avoid payment of premium.

Independent Contractors, without employees, whose duties closely resemble those of an employee, will be considered your employee with the appropriate premium charged.

The actual working relationship between you and the Independent Contractor is examined. Items such as, but not limited to: whether the work performed is an integral part of your operations, whether you have the right to control the details of the work, the method of payment, who supplied the materials used, does the person regularly work for others, whose regulatory authority did person operate under, whether the person is involved in a separate and distinct business offering the same services to the public.

RECORDS

As part of the policy conditions, we are allowed to examine your financial books and records to determine actual exposures and operations. We would appreciate your cooperation in making the needed records available for the auditor's inspection.

What Records Will Be Needed?

The records needed will vary. In most cases, the Premium Auditor will be able to obtain the necessary audit data from two or more of the following records: Journals, Ledgers, State and Federal Tax Reports, Individual Earning Cards, Checkbooks and Contracts.



How You Should Keep Your Records

By maintaining your payroll records in accordance with the following guidelines, you might reduce your insurance costs.

Overtime. In most states, the amount paid in excess of straight time pay can be deducted if it can be verified in your records. You must maintain your records to show pay separately by employee and in summary by classification of work.

*Division of an employee's payroll to more than one classification is not allowed in most states.

Exception: For construction, erection or stevedoring operations the payroll of an employee may be allocated to each type of work performed if proper records are kept. Your records must show the number of hours and amount of payroll for each type of work. If you do not keep such a breakdown, the full salary must be charged to the highest rated classification to which the employee is exposed.

Executive Officers in most states are considered employees of their corporation and included in the

computation of premium. Their remuneration is assigned without division to the actual operation in which they are engaged. If their duties are the same as those of a worker, foreman or superintendent, their payroll is assigned to the classification that develops the highest payroll. Minimum and maximum payrolls apply to executive officers.

Automated Records. If your records are automated or you plan to automate in the near future you can obtain maximum benefits by setting up your records to include insurance requirements. Our Premium Auditor will be pleased to assist you in setting up your records. Contact your Hartford Representative if you would like this assistance.

NOTE: The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

*Your state may have specific rules or exceptions. Please contact your Hartford Representative for details that may apply and answer questions you may have.





Policy Number 41 WEC II2121 Policy Effective Date 01/31/16

MINNESOTA ALLIANCE ON CRIME

155 S WABASHA STE 104 SAINT PAUL, MN 55107

Dear Hartford Insured,

Re: An Important Message to Workers Compensation Policyholders

The control of workplace accidents and injuries should be among the highest priorities of your firm. Each accident wastes precious human and financial resources, and introduces inefficiencies into your operations. From a practical standpoint, the control of accidents, and their inevitable costs, simply makes good business sense.

An effective loss prevention/loss control program can save you money and aggravation, can positively impact your loss experience (and thus your premium), and most importantly, can help you maintain solid control of your operations.

As a service to you, our valued customer, the Loss Control Department of The Hartford in cooperation with your independent agent, can assist you in establishing loss control strategies. If you would like assistance, please complete and return to us the reply portion of this brochure, or contact your independent agent.

Services Available

The following is a description of some of the services that we provide. The types of services that may be appropriate for your business depend upon the nature and size of your operations and the specific loss control services you have requested. The cost of loss control services may or may not be a part of your insurance premium. This depends on the extent of the requested services, agreements stated in your insurance policy and program, and statutory regulations that may require us to provide loss control services.

- Reference Materials Information about loss control topics that can be provided or made available to you to help you to enhance your loss control program.
- 2) Telephone Consultation We can hold a teleconference with you to help you to evaluate your loss control program, identify areas for improvement, and recommend ways to implement such improvements.
- 3) Onsite Consultation This consists of visiting your premises and helping you to assess and remedy your loss control needs onsite. This level of service is usually only appropriate for larger, higher hazard operations. The following are examples of some of the services that could be provided onsite:

Form 97485 14th Rev. Printed in U.S.A. Process Date: 12/12/15

Page 1 of 6 Policy Expiration Date: 01/31/17

- A review of your safety program to determine its adequacy and recommend modifications to that plan where needed.
- Specific hazard evaluations, including ergonomics, industrial hygiene or material handling.
- o An initial survey and evaluation to address potential safety and health hazards.
- o Consultation to help management establish a comprehensive loss prevention Program.
- o Periodic summaries of accidents and analysis of causes.
- Follow-up visits to check on progress and to provide continuing assistance when required.

A Word About OSHA

The Occupational Safety and Health Act of 1970 and similarly approved State Plans require employers to provide their employees with safe and healthful places to work. The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and similar State agencies enforce the regulations and apply penalties (civil and criminal) for non-compliance.

New standards have been developed, and through application and interpretation, standards change. You should make yourself aware of the standards that are applicable to your operations, and assure yourself that reasonable efforts are made to be in compliance. Copies of the standards are available through most libraries, or can be obtained through OSHA or the U.S. Government Printing Office.

You should know that neither The Hartford, nor any other party, can fulfill your obligations under the Law. Questions related to your legal obligations should be referred to your legal counsel.

Some Safety Reminders from The Hartford:

Have you considered:

- The need to formalize your safety efforts to assure compliance and document your efforts?
- The need to acquire Material Safety Data Sheets on all hazardous materials and the need for training on appropriate safety measures for your employees?
- o Requirements for record keeping of injuries, illnesses, and exposure to hazardous substances?
- o Assessing each job task to determine hazards and needed controls?
- Measuring each exposure to hazardous substances to determine the need for control or personal protective equipment?
- What mechanisms are in place to periodically verify that exposure controls (guards, ventilation systems, etc.) are still in place and working?
- What specific training your employees and your supervisors need to avoid hazards in the workplace?
- o What specific OSHA standards apply to your business?



- What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- The financial impact an injury or illness has on your business?
- 0 What resources are available to you to help prevent accidents and illnesses?

Thank you for your business.

Sincerely,

The Hartford's Loss Control Department

THIS BROCHURE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE ON-SITE SAFETY INSPECTION CONDUCTED BY A QUALIFIED LOSS CONTROL SPECIALIST. READERS ARE ENCOURAGED TO HAVE SUCH AN INSPECTION CONDUCTED BOTH TO PROMOTE WORKPLACE SAFETY AND TO COMPLY WITH APPLICABLE LAW.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, EITHER TELEPHONE OR MAIL THIS FORM TO YOUR HARTFORD AGENT OR NEAREST OFFICE OF The HARTFORD

NOTICE TO ARKANSAS POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by ARK. Code Ann. §11-9-409(D) and Rule 32. If you would like more information, call The Hartford's Loss Control Department, One Hartford Plaza, HO-GL-19-1, Hartford, CT 06155 at 1-860-547-7761. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

NOTICE TO CALIFORNIA POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain occupational safety and health loss control consultation services as required by the California Labor Code, §6354.5, at no additional charge. If you would like more information call The Hartford's Loss Control Division at 1-860-547-7761 for occupational safety and health loss control consultation services.

California Workers Compensation insurance policyholders may register comments about the insurer's loss control consultation service by writing to:

State of California Department of Industrial Relations Division of Occupational Safety and Health P.O. Box 420603 San Francisco, California 94142

NOTICE TO PENNSYLVANIA POLICYHOLDERS

The Hartford maintains and provides accident and illness prevention services as required by the nature of the policyholder's business or its operation, in accordance with the Pennsylvania Workers' Compensation Act. For more information about these services contact your Hartford Agent or nearest office of The Hartford.

NOTICE TO TEXAS POLICYHOLDERS

Pursuant to Texas Labor Code §411.066, The Hartford is required to notify its policyholders that accident prevention services are available from The Hartford at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services.

The Hartford is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact The Hartford at 1-860-547-7761 and email contactlosscontrol@thehartford.com for accident prevention services or 1-877-889-9222 and email CentralClaimCenter.WCEDM@thehartford.com for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 1-512-804-5000.

If The Hartford fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

To The Hartford's Loss Control Department:

Yes - I am interested in obtaining information concerning:

Email Address:	Telephone	
City & State		Zip Code
Address		
Company	Policy #	
Name		
School Bus Driving Tips	Slip and Falls	Security/Terrorism
Guide to Successful Driver Mgmt	Return to Work Programs	Safety Training
Fleet Newsletter	Machine Safeguarding	Product Liability Programs
Driving Defensively	Drug Screening	General Liability Investigations
Transportation 3-D Driver Training	Workers' Compensation Bloodborne Pathogens	Other Topics Business Risk Management
Telecommuting	Respiratory Protection	Hot Work Permit Program
Ergo Train-the-Trainer	Noise Exposures	Fire Drill and Evacuation
Cumulative Trauma Disorders	Indoor Air Quality	Fire Prevention and Protection
Computer Workstation	Industrial Hygiene (general)	Flammable Liquids
Ergonomics Back Injury Prevention	Industrial Hygiene Hazard Communication	Property Automatic Sprinkler System
		Fall Protection
Safety Committees	Emergency Preparedness Planning	Trenching & Evacuation
Hazard Recognition	Emergency Evacuation Drills	Ladders & Scaffolds
Establishing a Loss Control Program	Emergency/Disaster Response	Hazard Communication
Accident Investigations	Contingency Planning Overview	Construction Equipment Hazard
General Topics Accident Analysis	Business Continuity Business Travel Safety	Construction Construction Site Consultation

For more information on the above, you can visit our website at https://www.thehartford.com/losscontrol
Or you may forward your request to:

Fax line: 1-860-723-4459 Or mail to:

The Hartford Financial Services Group
Loss Control Department
One Hartford Plaza HO-GL-19-1
Hartford, CT 06155





Minnesota Workers' Compensation Employee's rights and responsibilities

This notice is required by law to be posted in a conspicuous location wherever the employer is engaged in business.

If You Are Injured:

- o Report any injury to your supervisor as soon as possible, no matter how minor it may appear. You may lose the right to workers' compensation benefits if you do not timely report the injury to your employer. The time limit may be as short as 14 days, although under certain circumstances, it may be longer.
- o Provide your employer with as much information as possible about your injury so that a proper injury report can be filed.
- o Get any necessary medical treatment as soon as possible. If you are not covered by a certified managed care organization (CMCO), you may treat with a doctor of your choice. Your employer must notify you if you are covered by a CMCO.
- O Cooperate with all requests for information concerning your workers' compensation claim. Please note: the law provides that the workers' compensation insurer can obtain medical information specific to your work injury without your authorization, provided you are sent written notification of this request at the time the request is made.
- Get written confirmation from your doctor on any authorization to be off work.

What does workers' compensation pay for?

- o Medical care for your work injury, as long as it is reasonable and necessary;
- o Wage-loss benefits for part of your lost income (there is a three-calendar-day waiting period before these benefits start);
- o Compensation for permanent damage to or loss of function of a body part;
- Benefits to your spouse and/or dependents if you die as a result of a work injury;
- o Vocational rehabilitation services if you cannot return to your pre-injury job or to your pre-injury employer due to your work injury.

What the insurance company must do:

- o Investigate your claim promptly;
- Within 14 days of when the claimed injury occurred or when your employer became aware of it, either begin payment of benefits due or file a denial of liability, explaining why benefits are being denied.

Insurer name:		Phone number:
HARTFORD UNDERWRITERS INSURANCE	E COMPANY	800-327-3636

If the insurer accepts your claim for wage-loss benefits and you have been disabled for more than three calendar-days:

- o The insurer will send you a copy of the Notice of Insurer's Primary Liability Determination form stating your claim is accepted.
- o The insurer must start paying wage-loss benefits within 14 days of the date your employer knows about your work injury and lost wages. The insurer must pay benefits on time. Wage-loss benefits are paid at the same intervals as your work paychecks.

If the insurer denies your claim for wage-loss benefits:

- The insurer will send you a copy of the Notice of Insurer's Primary Liability Determination form stating it is denying primary liability for your claim. The form must clearly explain the facts and reasons why the insurer believes your injury or illness did not result from your work.
- o If you disagree with the denial, you should talk with the insurance claims adjuster who is handling your claim. Your employer's insurance company can answer most questions about your claim.
- o If you are not satisfied with the response you receive from the insurer and still disagree with the denial, you should contact the Department of Labor and Industry at one of the numbers listed below to discuss your options.

Fraud

Collecting workers' compensation benefits you are not entitled to is theft. Any theft of more than \$500 is a felony.

Any person who, with intent to defraud, receives workers' compensation benefits to which the person is not entitled by knowingly misrepresenting, misstating, or failing to disclose any material fact is guilty of theft and shall be sentenced pursuant to section 609.52, subdivision 3.

A suspected fraud can be reported by anyone. If you have reason to suspect someone is committing workers' compensation fraud, call 1-888-FRAUD MN (1-888-372-8366). All suspected violations will be investigated.

If you have questions or need more help, call the Minnesota Department of Labor and Industry:

Workers' Compensation Hotline 1-800-DIAL-DLI (1-800-342-5354) 8 a.m. to 4:30 p.m., Monday-Friday Department of Labor and Industry Workers' Compensation Division P O Box 64221 St. Paul, MN 55164-0221

Phone: (651) 284-5032 TDD: (651) 297-4198 Department of Labor and Industry Workers' Compensation Division 5.N. Third Ave. W., Suite 400

Duluth, MN 55802 Phone: (218) 733-7810 Toll-free: 1-800-365-4584

Your claim will be answered by experienced workers' compensation specialists who will provide **instant, accurate information and assistance.**Additional workers' compensation information is available on the department Web site at www.doli.state.mn.us.

This document can be made available in alternative formats, such as Braille or audio, by calling (651) 284-5042 or (651) 297-4198/TDD.

Workers' Compensation and Employers' Liability Business Insurance Policy



(Policy Provisions: WC 00 00 00 B) 21

21 II **INFORMATION PAGE**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY WEC

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

10456

Company Code: 6



Suffix LARS RENEWAL 08

POLICY NUMBER:

Previous Policy Number:

41 WEC II2121 WEC 112121 41

HOUSING CODE: DV

1. Named Insured and Mailing Address: MINNESOTA ALLIANCE ON CRIME

(No., Street, Town, State, Zip Code)

155 S WABASHA STE 104

FEIN Number: 411801338

SAINT PAUL, MN 55107

State Identification Number(s):

UIN:

069371300000

The Named Insured is: NON-PROFIT ORGANIZATION

Business of Named Insured: ASSOCIATION - CIVIC NON PROFIT Other workplaces not shown above: $155\,$ S WABASHA STE $104\,$

SAINT PAUL

MN 55107

Policy Period:

From 01/31/16

To

WELLS FARGO INS SVCS USA INC/PHS

01/31/17

12:01 a.m., Standard time at the insured's mailing address.

Producer's Name:

PO BOX 29611

CHARLOTTE, NC 28229

Producer's Code: 715154

Issuing Office:

THE HARTFORD

8711 UNIVERSITY EAST DRIVE

CHARLOTTE

NC 28213

(877) 532-3486

\$472

Deposit Premium:

Policy Minimum Premium:

\$450 MN (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL

Total Estimated Annual Premium:

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Sugar S. Castaneda

Authorized Representative

12/12/15

Date

Form WC 00 00 01 A (1) Printed in U.S.A.

Process Date: 12/12/15

Page 1 (Continued on next page) Policy Expiration Date: 01/31/17

ORIGINAL

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: MN

Policy Number: 41 WEC II2121

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident\$1,000,000each accidentBodily injury by Disease\$1,000,000policy limitBodily injury by Disease\$1,000,000each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 04 22B WC 00 04 14 WC 00 04 19 WC 22 00 00A WC 22 06 01D

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications T Code Number and A	remium Basis otal Estimated nnual emuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium	
8810	36,100	.30	108	
CLERICAL OFFICE EMPLOYEES NOC				
INCREASED LIMITS PART TWO (9812) 1.10	PERCENT		. 1	
TO EQUAL INCREASED LIMITS MINIMUM PREMI	UM (9848)		119	
TO EQUAL MINIMUM PREMIUM (0990)			42	
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			270	
EXPENSE CONSTANT (0900)			180	
MN SPECIAL COMPENSATION FUND 3.8 PERC	ENT (0174)		11	
TERRORISM (9740)	36,100	.030	11	
TOTAL ESTIMATED ANNUAL PREMIUM			472	

Total Estimated Annual Premium: \$472

Deposit Premium:

Policy Minimum Premium: \$450 MN (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number: NAICS:
SIC: 8641

UIN: 069371300000 NO. OF EMP: 000001

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Process Date: 12/12/15 Policy Expiration Date: 01/31/17

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

	Beginning			Beginnin	
on Pag		ge		on Pa	ge
INFOF	RMATION PAGE		PART	TWO - Continued	
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Gene	ral Section	1	H.	Recovery From Others	4
Α.	The Policy	1	I.	Actions Against Us	4
B.	Who Is Insured	1		•	
C.	Workers Compensation Law	1	PART	THREE - OTHER STATES INSURANCE	4
D.	State	1	A.	How This Insurance Applies	4
E.	Locations	1	В.	Notice	5
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B.	We Will Pay	1	PART	FIVE - PREMIUM	5
C.	We Will Defend	1	A.	Our Manuals	5
D.	We Will Also Pay	1	В.	Classifications	5
E.	Other Insurance	2	C.	Remuneration	5
F.	Payments You Must Make	2	D.	Premium Payments	5
G.	Recovery From Others	2	E.	Final Premium	5
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PART	TWO - EMPLOYERS LIABILITY INSURANCE	2			
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IMPORTANT:

This Quick Reference is not part of the Workers Compensation and Employers Liability Policy and does not provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

Process Date: 12/12/15 Policy Expiration Date: 01/31/17



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- Bodily injury by accident must occur during the policy period.
- 2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

 reasonable expenses incurred at our request. but not loss of earnings;

Form WC 00 00 00 C Printed in U.S.A. **Process Date:**

- 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- 3. litigation costs taxed against you;
- 4. interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

- 1. of your serious and willful misconduct;
- 2. you knowingly employ an employee in violation of law;
- 3. you fail to comply with a health or safety law or regulation; or
- 4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

- 1. As between an injured worker and us, we have notice of the injury when you have notice.
- 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
- 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
- 4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
- 5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

- exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- 5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

- 1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
- 2. For care and loss of services; and
- For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
- 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

- Liability assumed under a contract. exclusion does not apply to a warranty that your work will be done in a workmanlike manner:
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law:
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers:
- 4. Any obligation imposed by a workers comoccupational unemployment compensation, or disability benefits law, or any similar law;

- Bodily injury intentionally caused aggravated by you;
- 6. Bodily injury occurring outside the United States of America, its territories possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries:
- Damages arising out of coercion, criticism. demotion. evaluation. reassignment. discipline, defamation. harassment, humiliation. dis-crimination against termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to Harbor Workers' Longshore and Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seg.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other occupational disease law, or any amendments to these laws:
- Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law:
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. Reasonable expenses incurred at our request, but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;
- Interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

 Bodily Injury by Accident. The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and
- The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as
- though that state were listed in Item 3.A. of the Information Page.
- We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
- 4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- 3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

- 4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
- 5. Do nothing after an injury occurs that would interfere with our right to recover from others.
- Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

 All your officers and employees engaged in work covered by this policy; and 2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

- If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancellation notice.
- Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.



TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

Policy Number: 41 WEC II2121 Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy. Effective Date: 01/31/16

MINNESOTA ALLIANCE ON CRIME Named Insured and Address:

> 155 S WABASHA STE 104 SAINT PAUL, MN 55107

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

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Policy Expiration Date: 01/31/17 Process Date: 12/12/15

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

- Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.

- d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
- f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

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State Rate Premium





PREMIUM DUE DATE ENDORSEMENT

Policy Number: 41 WEC II2121 **Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy. Effective Date: 01/31/16

Named Insured and Address: MINNESOTA ALLIANCE ON CRIME

> 155 S WABASHA STE 104 SAINT PAUL, MN 55107

Section D of Part Five of the policy is replaced by this provision:

PART FIVE PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

Countersigned by	
	Authorized Representative

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NOTIFICATION OF CHANGE IN OWNERSHIP **ENDORSEMENT**

Policy Number: 41 WEC II2121 **Endorsement Number:**

Effective Date: 01/31/16 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MINNESOTA ALLIANCE ON CRIME

> S WABASHA STE 104 155 SAINT PAUL, MN 55107

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

Countersigned by	
	Authorized Representative

Process Date: 12/12/15 Policy Expiration Date: 01/31/17



MINNESOTA AMENDATORY ENDORSEMENT

Policy Number: 41 WEC II2121

Endorsement Number:

Effective Date: 01/31/16 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MINNESOTA ALLIANCE ON CRIME

> 155 S WABASHA STE 104 SAINT PAUL, MN 55107

This endorsement applies only to the insurance provided because Minnesota is shown in Item 3.A. of the Information Page.

PART TWO **EMPLOYERS** LIABILITY INSURANCE

E. We will Also Pay is amended to read:

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- reasonable expenses incurred at our request, but not loss of earnings;
- 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. litigation costs taxed against you;
- 4. your share of pre-or postjudgment interest assuming that the principal amount of that judgment is within the applicable policy limits under this insurance; and
- expenses we incur.

H. Recovery From Others is amended to read:

Our ability to exercise your rights to recover our payment from anyone liable for an injury covered

by this insurance does not apply if that other person is insured for the same loss by us. This limitation applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

PART FIVE - PREMIUM

G. Audit is amended to read:

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data.

We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends, except as it pertains to Part Two - Employers' Liability Insurance which shall be one year. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

DEFINITIONS

As used in this policy " rate service organization" shall mean the Minnesota Workers' Compensation Insurers Association, Inc.

Countersigned by	
	Authorized Representative

Form WC 22 00 00 A Printed in U.S.A.

Process Date: 12/12/15 Policy Expiration Date: 01/31/17



MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

Policy Number: 41 WEC II2121

Endorsement Number:

Effective Date: 01/31/16 Effective hour is the same as stated on the Information Page of the policy.

Named insured and Address: MINNESOTA ALLIANCE ON CRIME

155 S WABASHA STE 104 SAINT PAUL, MN 55107

This endorsement applies only to the insurance provided because Minnesota is shown in Item 3.A. of the Information Page.

Cancellation of a New Policy

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving you notice at least 60 days before the effective date of cancellation.

Cancellation of Other Policies

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel for one or more of the following reasons:

- 1. Nonpayment of premium;
- Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy:
- An act or omission by you that substantially increases or changes the risk insured;
- Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed:
- Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
- 6. Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of

commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal:

- A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
- 8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to your obtaining or continuing this policy. This item shall not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If we cancel your policy for any of the reasons listed in (2) through (8), we will give notice at least 60 days before the effective date of cancellation.

Notice of Cancellation

Any notice of cancellation under this endorsement shall be in writing and shall be sent by first class mail or delivered to you and any agent, to the last mailing addresses known to us. A cancellation notice for nonpayment of premium must be sent at least 30 days before the actual date of cancellation and shall state the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation in the notice. A cancellation notice for some other reason shall state the specific reason for cancellation and shall state the effective date of cancellation. The policy will end on that date.

Form WC 22 06 01 D Printed in U.S.A. Process Date: 12/12/15

Page 1 of 2

Policy Expiration Date: 01/31/17

Refunds Due You

If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Nonrenewal of Your Policy

Any notice of nonrenewal shall be in writing and shall

be sent by first class mail, or delivered to you and any agent, to the last mailing addresses known to us, <u>at least</u> 60 days before the expiration date.

We need not mail or deliver this nonrenewal notice if you have:

- 1. Insured elsewhere;
- 2. Accepted replacement coverage; or
- 3. Requested or agreed not to renew this policy.

	Authorized Penresentative
intersigned by	



Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates

(herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management:
- b) use; and
- c) protection:
- of Personal Information

This notice describes how we collect, disclose, and protect Personal Information.

We collect Personal Information to:

- a) service your Transactions with us; and
- b) support our business functions.

We may obtain Personal Information from:

- a) You:
- b) your Transactions with us; and
- c) third parties such as a consumer-reporting

Based on the type of product or service You apply for or get from us, Personal Information such as:

- a) vour name:
- b) your address;
- your income:
- d) your payment; or
- e) your credit history:

may be gathered from sources such as applications, Transactions, and consumer reports.

To serve You and service our business, we may share certain Personal Information. We will share Personal Information, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share Personal Financial Information with our affiliates to:

- a) market our products; or
- b) market our services:
- to You without providing You with an option to prevent these disclosures.

We may also share Personal Information, only as allowed by law, with unaffiliated third parties includina:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;

- d) administrators; and
- e) service providers;

who help us serve You and service our business.

When allowed by law, we may share certain Personal Financial Information with unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a ioint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages You visit through the use of:

- a) cookies:
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

We will not sell or share your Personal Financial Information with anyone for purposes unrelated to our business functions without offering You the opportunity to:

- a) "opt-out;" or
- b) "opt-in:"

as required by law.

We only disclose Personal Health Information with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

employees have access to Personal Information in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of:

Personal Information that we have. We use these procedures to guard against unauthorized access.

Form WC 66 03 30 H Page 1 of 2 Some techniques we use to protect **Personal Information** include:

- a) secured files:
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data:
- grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income:
- c) financial benefits; or
- d) policy or claim information.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) Personal Financial Information; and
- b) Personal Health Information.

Transaction means your business dealings with us, such as:

- a) your Application;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
- b) applying for; or
- c) obtaining;

a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; DMS R, LLC; First State Insurance Company; Fountain Investors I LLC; Fountain Investors II LLC; Fountain Investors IV LLC; FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company, Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Financial Services, LLC; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Holdings, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life, Inc.; Hartford Life International Holding Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; HDC R, LLC; Hentage Holdings, Inc.; HIMCO Distribution Services Company; HIMCO Variable Insurance Trust; HLA LLC; HL Investment Advisors, LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Property and Casualty Insurance Company of Hartford; Revere R, LLC; RVR R, LLC; Sentinel Insurance Company, Ltd.; Sunstone R, LLC; Symphony R, LLC; The Evergreen Group Incorporated; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds, Inc.; The Hartford Mutual Funds II, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company.

Form WC 66 03 30 H Page 2 of 2



Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim. 1-800-327-3636

Available 24 hours a day, 365 days a year.

The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)		
Report Lag in Days Percent Change in Loss Cost Compared to First Week Repo		
Incident Day	-6%	
Week 1	0%	
Week 2	13%	
Week 3 or 4	16%	
1 Month or Later	24%	

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

Information You'll Need

Company Information

- o Account Number
- o Location Code (if applicable)
- Parent Company (or program name)
- o Policy Number

Worker Information

- o Name, DOB, Address, Phone
- Social Security Number
- Age, Gender
- o Marital Status, Number of Dependants
- Hire Date, Years in Current Position
- Wage Information

Incident Information

- Type of injury (burn, cut, etc.)?
- Exact body part injured?
- What caused the accident?
- Any reason to question the injury?
- Any witnesses?
- Address where injury occurred?
- Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- When was the accident reported to you and by whom (date, time)?

Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at www.talispoint.com/hartext or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.



IMPORTANT NOTICE

Minnesota State Workmen's Compensation Law requires that compensation payments to injured workers begin within fourteen days after the first day of disability. If the Industrial Commission should find that a delay was due to your failure to report a claim to the company they would insist on the **penalty being paid by you and would not permit your insurance company to reimburse you.**

To avoid any possibility of a substantial penalty, report all accidents and claims to our claim representative immediately. If you are unable to contact our claim representative, notify your agent and ask him to see that the claim report is made out and filed without delay.





TO OUR MINNESOTA INSUREDS

The Hartford has a program available that would allow you as an employer to pay small Workers' Compensation claims in return for a reduction in your premium. This is a deductible program in which we will continue to handle all claims for you, then bill you for the amount of the claim within the deductible. All claims within or above the deductible level will continue to be reported for the purposes of determining your experience modification if you qualify for that program.

Should you be interested in such a program please contact your Hartford agent for the details on how this program would effect your insurance program.





IMPORTANT NOTICE TO MINNESOTA POLICYHOLDERS

The Minnesota Insurance Guaranty Association Act provides for assessments against solvent licensed insurers for the payment of certain claims against licensed insurers which become insolvent. Section 60C.06 of this Act has been amended to require a surcharge on premiums to recover such assessments. Your policy includes this surcharge in accordance with Section 60C.06.

Should you desire further information about the surcharge, please contact your Hartford Agent or Broker.

ITT Hartford



POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

If we owe you a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next 30 days.

If you owe us an additional premium, the entire amount will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot Douglas Elliot, President

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Employment Practices Liability Risk Management Resources

Username: hrhelp Password: myhelp

MyHRHelp™ is designed to help you understand, prevent and manage potential workplace-related issues. It offers practical guidance and best practices. On the site, you will have access to:

Sample Materials

- Employee handbook
- Employment policies and procedures

A Complete Guide for the Hiring Process

 Applications, interviews, background checks, offer letters, employment agreements

Information about Legal and Workplace Issues

 Record keeping, workplace investigations, wage & hour, discrimination, retaliation

Complimentary Monthly Training Webinars

- Webinars cover a wide range of employment topics and include discussions and best practices
- All webinars are archived and available on demand
- Four sexual harassment awareness trainings are offered, two are California AB 1825 compliant

Two free California AB 1825 compliant online sexual harassment awareness trainings are offered annually. The schedule and registration information is available in the 'Training' section of the MyHRHelp™ website.

Monday – Friday 9 a.m. – 4 p.m. Pacific Time

Have your company name and insurance policy number available when you call. If you call during or after business hours, please leave a message. Your call will be returned within one business day.

Policy number _____

When you call the helpline you'll receive confidential and timely answers to your employment-related questions. Your insurance provider, Admiral Insurance Company, Berkley Insurance Company or Carolina Casualty Insurance Company, through Monitor Liability Managers, has enlisted the assistance of Gordon & Rees LLP to offer a helpline to provide assistance aimed at reducing your risk of litigation.¹

From the day your policy premium is paid, you have access to legal experts. The attorneys at Gordon & Rees will answer common workplace questions. They provide:

- A clear explanation of the employment law as it relates to your situation
- Basic advice on the most appropriate ways to resolve your issue
- Limited guidance on best practices and risk management to help you avoid the environment in which workplace issues may arise^{1, 2}

'Gordon & Rees LLP is neither an affiliate of Monitor Liability Managers nor is it an agent or broker. As such, information discussed with Gordon & Rees LLP is done anonymously and is not notice to Monitor Liability of a claim or potential claim. Please contact your agent or broker to report a claim or potential claim.

²Calls to the MyHRHelp[™] helpline are not intended to and do not create an actual or implied contractual or attorney-client relationship with Gordon & Rees LLP.

Gordon & Rees LLP

The employment law experts of Gordon & Rees provide counseling and litigation services nationwide to most type of businesses. Their attorneys counsel clients about compliance with laws in the area of hiring, termination, compensation, harassment and wage and hour. They also provide training on a wide range of subjects, including maintaining a workplace free of harassment and discrimination and effective hiring and discipline.

Monitor Liability Managers

Monitor is a member company of the W. R. Berkley Corporation specializing in executive and professional liability insurance. We issue policies on behalf of the following W. R. Berkley member companies: Admiral Insurance Company, Berkley Insurance Company and Carolina Casualty Insurance Company. All are rated A+ (Superior) by A.M. Best Company.

Online

monitorliability.com

Email

newclaim@monitorliability.com

Fax

(312) 207-1933

Mail

Monitor Liability Managers Claims Department 233 S. Wacker Drive, Suite 3900 Chicago, IL 60606



Nonprofit Liability Insurance

July 14, 2015

Kelly Moller Minnesota Alliance on Crime Suite 104 155 South Wabasha Street Saint Paul, MN 55107

Dear Kelly,

Thank you for choosing Monitor Liability Managers and the W.R. Berkley Corporation for your professional liability insurance needs. We know that you have many choices for your insurance and we appreciate your choosing Monitor.

Policy Number: 1384370

Monitor and all its employees are proud of our tradition of providing an exceptional insurance facility and making every effort to assure your satisfaction with our product and service. The people behind the promise to pay are critical to the value of any insurance policy. Like most services, you get what you pay for - the premium is only one part of the value of an insurance policy.

The most important service we provide and the greatest value you receive does not come from delivering the policy - it comes from handling your claims. While we help our policyholders with loss control and crisis avoidance, if the day comes when you face a claim, we will be there to help you navigate through the complexities of a professional liability claim.

Attached is a narrative from Mr. Todd Hampton, Vice President - Claims, outlining claims reporting guidelines in the event that a claim does occur. With many years of experience handling complex professional liability claims, I am confident you will be pleased to have Monitor on your side.

Once again, thank you for choosing Monitor and the W.R. Berkley Corporation. We hope that you will see the value in the people behind the promise and we hope to be your choice for your professional liability needs for years to come. Please call your professional liability insurance agent if you have any questions about Monitor, or any comments about our service to you. Your satisfaction is important to us.

Regards,

Joseph G. Shores

Joseph Shore

President



MONITOR LIABILITY MANAGERS

CLAIM REPORTING PROCEDURES

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers, please follow the procedures outlined below:

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

MONITOR LIABILITY MANAGERS
CLAIMS DEPARTMENT
233 S. WACKER DRIVE, SUITE 3900
CHICAGO, IL 60606
Fax: (312) 207-1839

E-mail: newclaim@monitorliability.com
Online: www.monitorliability.com/claims/report-claim

TO ENABLE US TO RESPOND MORE QUICKLY AND EFFICIENTLY, please fax or email any pertinent details of the claim directly to our attention.

PLEASE BE SURE TO INCLUDE:

- · Your Name, Address and Phone Number;
- · Your Policy Number and the Policy Period;
- · A written narrative of the circumstances surrounding the claim or potential claim;
- · Names and addresses of the claimant:
- Details of the any underlying claim, including current status and the amount in controversy or relief demanded.
- If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers which you have received regarding the claim.

Please provide your professional liability insurance agent a copy of all claim notices and correspondence sent to Monitor Liability Managers.

Declarations Page

Nonprofit Management Liability Insurance

CLAIMS MADE WARNING FOR DECLARATIONS

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever	printed in this Declarations	Page, the boldface type ter	ms shall have the same meanings as indicated in th	e Policy.	
tem 1.	Name and Address of N	lamed Insured:	POLICY IS WRITTEN ON A	Policy Nur	nber: 1384370
	Minnesota Alliance on C	rimo	MS-MADE AND REPORTED BASIS		
	Suite 104	CLAIR	W3-MADE AND REPORTED BASIS		
	155 South Wabasha Str	reet	IMPORTANT		
	Saint Paul, MN 55107		THIS POLICY IS NOT SU TO FLAT CANCELLATION		
	Person designated to re	ceive all correspondence from	om the insurer :		
	Kelly Moller				
	Executive Director				
tem 2.	Policy Period: From July 9, 2015 (inception date) to July 9, 2016 (expiration date) (Both dates at 12:01 a.m. Standard Time at the address of the Named Insured)				
tem 3.	Purchased Coverage S	Sections:			
	Directors, Officers and	Organization Liability Insura	nce Coverage Section:	X Yes	□No
	Employment Practices	iability Insurance Coverage	e Section:	Yes	□No
	Fiduciary Liability Insura	ance Coverage Section:		□Yes	X No
tem 4.	Limits of Liability for the	Policy Period:			
	 A. Combined Aggrega 	te Limit of Liability for all Co	verage Sections purchased as indicated above.	Not Appli	cable
		C	DR.		
	, ,	Limit of Liability for each C	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
		-	Insurance Coverage Section:	\$1,000,00	
	• •	actices Liability Insurance Co	-	\$1,000,00	
		y Insurance Coverage Sect	ion:	Not Appli	cable
tem 5.	Applicable Deductibles:				
		nd Organization Liability Ins	surance Coverage Section:	••	
		Non-Indemnifiable:		\$ 0	
	B. Insured Persor			\$0 \$500	
	C. Insured Entity	•	One Park	\$500	
		es Liability Insurance Cover	rage Section:	\$1,000	61-
			Not Appli		
tem 6.	Premium: \$856 +\$100 Brok Extended Reporting Period: Option 1: 12 months for 50.00 percent of the "full annual premium" (Non-Refund		+\$100 Broker Fee		
tem 7.	, •		dion 1. 12 months for 50.00 percent of the full affile	iai pieiiliuiii	(Non-Relundable)
tem 8.	Forms and Endorsemer		23300 (00 06); EDL 23300 (00 06)		
	Policy Form:	POLICYHOLDER DISC	23300 (09-06); EPL 23300 (09-06)		
	265 (01-15) EPL 230115 (09-06)		Practices Liability Amendatory Endorsement		
	NP 230115 (09-06)	Minneenta Directore Of	ficers and Organization Liability Amendatory Endors	ement	
	NP 230119 (09-06)	Minnesota IMPORTAN		omont	
	NP 234354 (06-09)		Professional Services for Others Exclusion		
	NP 234400 (09-06) Addition to Section IV. Projection Devices for Curiers Exclusion				

Item 9. Notice to the Insurer as provided in sections VII. A. and VII. B. of the Common Policy Terms and Conditions Section of this Policy shall

Monitor Liability Managers, Claims Department Address: 233 S. Wacker Drive, Suite 3900, Chicago, IL 60606

(312) 207-1839

newdaim@monitorliability.com Email:

All other notices required to be given to the Insurer under this Policy shall be sent to:
Monitor Liability Managers
Address: 233 S. Wacker Drive, Suite 3900, Chicago, IL 60606

(312) 207-1839

The Nonprofit Management Liability Insurance Policy shall constitute the contract between the Insureds and the Insurer.

Joseph Shore Date Issued: July 14, 2015 Authorized Representative:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Insured Minnesota Alliance on Crime	Policy Number 1384370
Effective Date of This Endorsement 07/09/2015	Authorized Representative

Minnesota Employment Practices Liability Amendatory Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that:

- This endorsement is considered to be attached to, and forming part of, the Nonprofit Management Liability Insurance Policy and any related endorsements and forms.
- Section III. Additional Definitions C. "Damages" of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - III. C.: "Damages" means a monetary judgment (including back pay and front pay), award or settlement, pre-judgment interest and post-judgment interest; provided, however, Damages shall not include:
 - taxes (provided, however, that the Insurer will reimburse an Insured Entity for any employer share of payroll taxes on any portion of damages or settlements which constitute back pay otherwise considered Damages), civil or criminal fines, or penalties imposed by law, or
 - payment of insurance, disability, pension, health or other plan benefits claimed by or on behalf of any former
 or current Employee, or that a claimant would have been entitled to as an Employee had the Insured
 Entity provided the claimant with a continuation of insurance, or
 - costs incurred by any Insured to make any building or property more accessible or accommodating to any disabled person, or
 - 4. commissions, bonuses, profit sharing or severance payments, or
 - future wages or benefits of any reinstated Employee or wages or benefits associated with the continued employment of an Employee, or
 - any matter deemed uninsurable under the law pursuant to which this Policy shall be construed.

Damages shall not include liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- 1. those damages were awarded or imposed, or
- any Wrongful Act occurred for which such damages were awarded or imposed, or
- 3. the Insured resides, is incorporated or has its principal place of business, or
- 4. the **Insurer** is incorporated or has its principal place of business.

Insured	Policy Number
Minnesota Alliance on Crime	1384370
Effective Date of This Endorsement 07/09/2015	Authorized Representative

Minnesota Directors, Officers and Organization Liability Amendatory Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that:

- This endorsement is considered to be attached to, and forming part of, the Nonprofit Management Liability Insurance Policy
 and any related endorsements and forms.
- Section III. Additional Definitions C. "Damages" of the Directors, Officers and Organization Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - III. C.: "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, Damages shall not include:
 - 1. taxes, civil or criminal fines, or penalties imposed by law, or
 - costs incurred by any Insured to make any building or property more accessible or accommodating to any disabled person, or
 - 3. commissions, bonuses, profit sharing or severance payments, or
 - 4. any matter deemed uninsurable under the law pursuant to which this Policy shall be construed.

Damages shall not include liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Only for the purpose of resolving any dispute between the Insurer and the Insured regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this Policy, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- those damages were awarded or imposed, or
- any Wrongful Act occurred for which such damages were awarded or imposed, or
- the Insured resides, is incorporated or has its principal place of business, or
- 4. the Insurer is incorporated or has its principal place of business.
- Section II. Extended Reporting Period A, of the Common Policy Terms and Conditions Section of this Policy is deleted in its
 entirety and replaced with the following:
 - II. A.: If the Named Insured cancels or if the Insurer or the Named Insured refuses to renew this Policy, then the Named Insured shall have the right, upon payment of an additional premium of 50 percent of the "full annual premium", as stated in Item 7. of the Declarations, to an extension of the coverage granted by this Policy with respect to any Claim first made and reported during the during the period of 12 months, as stated in Item 7. of the Declarations, after the date upon which the Policy Period ends, but only with respect to any Wrongful Act fully occurring prior to the end of the Policy Period and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the Policy Period for all Coverage Sections purchased as part of this Policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or non-renewal.
- Section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:
 - V. A.: However, if a judgment is entered against an Insured, the principal amount of which is within the Limits of Liability stated in Item 4. of the Declarations and which is otherwise covered under this Policy, the Insurer shall pay any costs, disbursements or pre-judgment interest awarded on the portion of such judgment which is covered under this Policy, even if the total amount of the covered portion of the principal amount of the judgment, costs, disbursements, and pre-judgment interest exceeds the Limits of Liability.
- Section VII. Notice of Claim and Multiple Claims B. of the Common Policy Terms and Conditions Section of this Policy is deleted in its entirety and replaced by the following:
 - VII. B.: If during the Policy Period or any Extended Reporting Period(s) that may apply the Insureds become aware of

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any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and shall give written or oral notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the **Policy**), of:

- 1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
- 2. the injury or damages which may result therefrom; and
- 3. the circumstances by which the **Insured** first became aware thereof;

then any Claim subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the Insurer.

- 6. Section VII. Notice of Claim and Multiple Claims of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VII.: The insurance agent or broker is authorized to receive notice of a **Claim**, and any written or oral notice given to the insurance agent or broker is considered notice to the **Insurer**.
- 7. Section VIII. General Conditions A. Termination of Policy and Non-Renewal 1. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced by the following:
 - VIII. A. 1.: This **Policy** shall terminate at the earliest of the following times:
 - a. upon the receipt by the Insurer of written notice of cancellation from the Named Insured;
 - b. upon written notice by the **Insurer** of cancellation for non-payment of premium.

Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

- 8. Section VIII. General Conditions A. Termination of Policy and Non-Renewal 2. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VIII. A. 2.: The notice of cancellation must state the amount of the premium due, the due date and the effect of nonpayment by the due date. Such cancellation shall not be effective if the amount due is paid before the effective date set forth in the notice of cancellation.
- 9. Section VIII. General Conditions A. Termination of Policy and Non-Renewal 4. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VIII. A. 4.: If notice of non-renewal is not given at least 60 days before the **Policy** expiration date, then this **Policy** shall continue in force until 60 days after a notice of intent not to renew is received by the **Named Insured**. This continuance of coverage shall not apply if the **Named Insured** has insured elsewhere, has accepted replacement coverage, or has requested or agreed to nonrenewal.
- 10. Section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations, that they are material and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**. This insurance is void in any case of fraud, material misrepresentation or material omission made by any person or persons who executed the Proposal Form or with their knowledge in obtaining this insurance or pursuing a **Claim** under this **Policy**.

This provision applies, notwithstanding any language to the contrary in the Proposal Forms.

- 11. Section VIII. General Conditions E. Subrogation of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - VIII. F.: In the event of any payment under this Policy, the Insurer may not subrogate against any Insured if the Loss was caused by the Insured's unintentional act. The Insurer may not subrogate against another person if that person is insured for the same Loss by the Insurer and the Loss was caused by that person's unintentional act.

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Minnesota IMPORTANT NOTICE

IMPORTANT NOTICE TO ALL POLICYHOLDERS REGARDING QUESTIONS OR COMPLAINTS

In the event you need to contact someone about this **Policy** for any reason, please contact your agent. If you have questions or complaints, you may contact your **Insurer** at:

CAROLINA CASUALTY INSURANCE COMPANY Building 100, Suite 400, 4600 Touchton Road East, Jacksonville, FL 32246 1-800-874-8053

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds that guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association 4640 West 77th Street, Suite 342 Edina, Minnesota 55435 1-952-831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the Guaranty Association is subject to other substantial limitations and exclusions. If your claim exceeds the Guaranty Association's limits you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property & casualty or liability insurance in Minnesota after their solvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY OR LIABILITY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE OR LIABILITY POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

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Addition to Section IV. Professional Services for Others Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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Policy Form: NP 23300 (09-06)

Addition to Section IV. Broad Intellectual Property Exclusion

In consideration of the premium paid for this Policy, it is understood and agreed that:

- 1. Section IV. Additional Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged:
 - 1. plagiarism or piracy, or
 - 2. infringement of copyright, patent, title or slogan, or
 - 3. idea misappropriation, or
 - intellectual property rights.
- Section III. Additional Definitions H. "Personal Injury" of the Directors, Officers and Organization Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:
 - III. H.: "Personal Injury" means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, or malicious prosecution.

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This is a Claims Made Policy. Please read it carefully.

Common Policy Terms and Conditions Section

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Common Policy Terms and Conditions Section

The Common Policy Terms and Conditions Section of this **Policy** shall apply to all **Coverage Sections**. Unless stated to the contrary in any **Coverage Section**, the terms and conditions of each **Coverage Section** of this **Policy** shall apply only to that **Coverage Section** and shall not apply to any other **Coverage Section** of this **Policy**. If any provision in the Common Policy Terms and Conditions Section is inconsistent or in conflict with the terms and conditions of any **Coverage Section**, the terms and conditions of such **Coverage Section** shall control for the purposes of that **Coverage Section**. Any defined term referenced in this Common Policy Terms and Conditions Section and also defined in a **Coverage Section** shall, for the purposes of coverage under that **Coverage Section**, have the meaning set forth in that **Coverage Section**.

II. Extended Reporting Period

- A. If the Named Insured cancels or if the Insurer or the Named Insured refuses to renew this Policy, then the Named Insured shall have the right, upon payment of the appropriate percentage of the "full annual premium", as stated in Item 7. of the Declarations, to an extension of the coverage granted by this Policy with respect to any Claim first made and reported during the appropriate period of months, as stated in Item 7. of the Declarations, after the date upon which the Policy Period ends, but only with respect to any Wrongful Act fully occurring prior to the end of the Policy Period and otherwise covered by this Policy. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the Policy Period for all Coverage Sections purchased as part of this Policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or non-renewal.
- B. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- C. Without any additional premium being required, there shall be an automatic extension of the coverage granted by this Policy with respect to any Claim first made and reported during a period of 60 days after the date upon which the Policy Period ends, but only with respect to any Wrongful Act fully occurring prior to the end of the Policy Period and otherwise covered by this Policy and only if there is no other policy or policies that would otherwise provide insurance for such Wrongful Act. This 60 day period shall be referred to as the Automatic Extended Reporting Period.

III. Definitions

Whenever printed in boldface type and whether in the singular or plural form in this **Policy**, the following terms shall have the meanings indicated below.

- A. "Coverage Section(s)" means, individually or collectively, the purchased Coverage Sections listed in Item 3. of the Declarations and attached hereto.
- B. "Insured Entity" means the Named Insured and any Subsidiary.
- C. "Insurer" means the entity issuing this Policy as listed on the Declarations Page.
- D. "Named Insured" means the entity designated in Item 1. of the Declarations.
- E. "Policy" means, collectively, the Declarations, the Common Policy Terms and Conditions Section, the Coverage Sections, and the Proposal.
- F. "Policy Period" means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of cancellation of this Policy.
- G. "Proposal" means the Proposal Form(s) and any material submitted therewith.

H. "Subsidiary(ies)" means:

- an entity which qualifies as a nonprofit organization under Section 501(c)(3), (c)(4), (c)(6), (c)(7), (c)(8), (c)(10), or (c)(13) of the Internal Revenue Code of 1986, including amendments thereto and which the Named Insured has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) on or before the inception of the Policy Period. The term Subsidiary shall not mean any political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971, including amendments thereto, or
- 2. an entity, subject to the terms of section V. A. of the **Coverage Section(s)**, that the **Insured Entity** forms or acquires during the **Policy Period**.

IV. Exclusions

The Insurer shall not be liable to make any payment for Loss in connection with a Claim made against any Insured:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged nuclear reaction, radiation or contamination, regardless of cause;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution or contamination of any kind.

V. Limits of Liability and Deductibles

- A. The Limits of Liability stated in Item 4. of the Declarations are the limits of the Insurer's liability for all Damages arising out of all Claims first made against the Insureds during the Policy Period, and any Extended Reporting Period(s) that may apply under the applicable Coverage Sections. The Limit of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the applicable Limits of Liability stated in Item 4. of the Declarations. In the event the applicable Limits of Liability stated in Item 4. of the Declarations are exhausted by payment of Damages, or have been tendered to or on behalf of the Insured, then any and all obligations of the Insurer hereunder shall be deemed to be completely fulfilled and extinguished.
- B. If the Combined Aggregate Limit of Liability for all **Coverage Sections** is purchased as stated in Item 4. A. of the Declarations, then the maximum limit of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period**, and any Extended Reporting Period(s) that may apply under all **Coverage Sections** shall not exceed the Combined Aggregate Limit of Liability stated in Item 4. A. of the Declarations.
- C. If the Separate Aggregate Limit of Liability for each Coverage Section is purchased as stated in Item 4. B. of the Declarations, then the maximum limit of the Insurer's liability for all Damages arising out of all Claims first made against the Insureds during the Policy Period, and any Extended Reporting Period(s) that may apply shall not exceed the Separate Aggregate Limit of Liability for each applicable Coverage Section stated in Item 4. B. of the Declarations.
 - In the event a Claim is covered under more than one Coverage Section, and such Coverage Sections include the Employment Practices Liability Insurance Coverage Section, then any Damages for such Claim shall be covered first as provided in, and shall be subject to the available Limit of Liability applicable to, the Employment Practices Liability Insurance Coverage Section. Any remaining Damages for such Claim that is covered by any other Coverage Section(s) of this Policy, and is not paid under the Employment Practices Liability Insurance Coverage Section, shall be covered as provided in, and shall be subject to, the remaining Limit of Liability applicable to the appropriate Coverage Section(s). However, the remaining Limit of Liability of the applicable Coverage Section(s) for such Claim shall be reduced by the amount of Damages paid under the Employment Practices Liability Coverage Section.
 - In the event a Claim is covered under more than one Coverage Section, and the Employment Practices Liability Insurance Coverage Section does not apply, then the highest remaining applicable Limit of Liability, at the time the Claim is first made, shall apply.
- D. Costs of Defense shall be separate and in addition to the applicable Limits of Liability stated in Item 4. of the Declarations. Payment of Costs of Defense shall not reduce the applicable Limits of Liability stated in Item 4. of the Declarations.
- E. The applicable Deductible amount stated in Item 5. of the Declarations shall be borne by the **Named Insured** and shall apply to each and every **Claim**. The applicable Deductible shall not apply to **Damages**, but shall only apply to **Costs of Defense**. In the event a **Claim** is covered under more than one **Coverage Section** or multiple parts of one **Coverage Section**, the largest applicable Deductible shall apply.
- F. If the Insurer advances any Costs of Defense within the applicable Deductible, the Named Insured shall, upon written demand, reimburse the Insurer for such amounts within 30 days. If the Named Insured fails to pay the applicable Deductible, then all Insureds shall be jointly and severally obligated to pay the Deductible. Any funds so advanced by the Insurer shall serve to reduce the Limit of Liability to the extent that they are not repaid to the Insurer. If the Insurer brings suit to collect the Deductible, then the Insured responsible to pay the applicable Deductible also shall pay the legal fees, costs and expenses incurred by the Insurer to collect the Deductible.

VI. Defense, Cooperation and Settlements

- A. An **Insured** shall not admit liability, enter into any settlement agreement, stipulate to any judgment, agree to arbitration, or incur **Costs of Defense** without the **Insurer's** prior written consent. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision regarding such consent. Any **Loss** incurred and settlements agreed to prior to the **Insurer** giving its consent shall not be covered hereunder.
- B. The Insurer shall have the right and the duty to defend any Claim for Damages which are covered by this Policy. The Insurer's right and duty to defend any Claim shall end when the applicable Limits of Liability stated in Item 4. of the Declarations has been exhausted by the payment of Damages, or has been tendered to, or on behalf of, the Insured or to a court of competent jurisdiction. The Insurer has no obligation to provide Costs of Defense for any Claim for Damages not covered by this Policy.
- C. Each Insured shall cooperate with the Insurer in the defense and settlement of any Claim, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to the Insured, at no cost to the Insurer. Upon the request of the Insurer, the Insured shall submit to examination and interrogation, under oath if required by a representative of the Insurer, and shall attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, as well as giving written statements to the Insurer's representatives, and meeting with such representatives for purposes of investigation or defense, all without charge to the Insurer.
- D. The Insurer shall not settle any Claim without the Named Insured's consent. If, however, the Named Insured shall refuse to consent to any settlement recommended by the Insurer, which is acceptable to the claimant, and shall elect to contest the Claim, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such Claim, then the Insurer's liability for the Claim shall be the amount for which the Claim could have been settled, including Costs of Defense incurred up to the date of such refusal, and 70 percent of such Loss excess of the amount for which the Claim could have been settled. It is a condition of this insurance that the remaining 30 percent of such Loss shall be bome by the Insureds at their own risk. Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this Policy.

VII. Notice of Claim and Multiple Claims

- A. As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after such **Claim** is first made.
- B. If during the **Policy Period** or any Extended Reporting Period(s) that may apply the **Insureds** become aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and shall give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the **Policy**), of:
 - 1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
 - 2. the injury or damages which may result therefrom; and
 - the circumstances by which the **Insured** first became aware thereof;

then any **Claim** subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the **Insurer**.

- C. All Claims based upon or arising out of the same Wrongful Act or any Related Wrongful Acts, or one or more series of any similar, repeated or continuous Wrongful Acts or Related Wrongful Acts, shall be considered a single Claim. Each Claim shall be deemed to be first made at the earliest of the following times:
 - when the earliest Claim arising out of such Wrongful Act or Related Wrongful Acts is first made, or
 - 2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such Claim is given.
- D. In addition to furnishing the notice as provided in sections VII. A. and VII. B. above, the **Insureds** shall give the **Insurer** such information and cooperation as it may reasonably require and shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

VIII. General Conditions

A. Termination of Policy and Non-Renewal

- 1. This **Policy** shall terminate at the earliest of the following times:
 - a. upon the receipt by the Insurer of written notice of cancellation from the Named Insured;
 - b. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
 - at such other time as may be agreed between the Named Insured and the Insurer, or
 - d. upon written notice by the Insurer of cancellation for non-payment of premium.
- 2. The **Insurer** may not cancel this **Policy** except for non-payment of any premium when due. The **Insurer** shall provide at least 20 days written notice to the **Named Insured** prior to any cancellation for non-payment of any premium.
- 3. If this Policy is cancelled by the Named Insured, the Insurer shall retain the customary short rate proportion of the premium herein. Payment or tender of any uneamed premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
- 4. If the Insurer decides not to renew this Policy, the Insurer shall provide written notice to the Named Insured at least 60 days prior to the end of the Policy Period. The notice shall include the reason for such non-renewal.
- Any notices to be given to the Named Insured under this section VIII. shall be provided to the Named Insured at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

B. Proposal

The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations, that they are material and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Executive Director of the Insured Entity knew as of the Policy inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this Policy will be void as to that person or persons and the Insured Entity.

C. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this **Policy**, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or organization shall have any right under this **Policy** to join the **Insurer** as party to any action against the **Insureds** to determine the **Insureds** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives. Bankruptcy or insolvency of the **Insureds** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder.

D. Changes in Exposure

If during this **Policy Period** the **Named Insured** shall consolidate or merge with or into, or sell all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert (herein referred to as "Transaction") then, this **Policy** shall continue in full force and effect as to any **Wrongful Acts** fully occurring prior to the Transaction, but there shall be no coverage afforded by any provision of this **Policy** for any actual or alleged **Wrongful Acts** occurring after the Transaction. This **Policy** may not be cancelled following a Transaction and the entire premium for this **Policy** shall be deemed fully earned as of the Transaction. The **Named Insured** shall give the **Insurer** written notice of the Transaction as soon as practicable but not later than 30 days after the Transaction.

E. Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this **Policy** unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or obtained any profit or advantage to which such **Insured** was not legally entitled.

F. Assignment

This Policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

G. Entire Agreement

By acceptance of this **Policy**, the **Insureds** and the **Insurer** agree that this **Policy** and any written endorsements attached hereto constitute the entire agreement between the parties.

H. Representation by Named Insured

It is agreed that the **Named Insured** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of notices, the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the receipt and acceptance of any endorsements issued to form a part of this **Policy** and the exercising or declining to exercise any right to an Extended Reporting Period.

I. Coverage Territory

This Policy applies to any Wrongful Act taking place anywhere in the world.

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary, but this **Policy** shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.

President and Chief Executive Officer

Sually & Suckey

Secretary

Smita A Napoli

Carolina Casualty Insurance Company

Directors, Officers and Organization Liability Insurance Coverage Section

This is a Claims Made Policy. Please read it carefully.

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreement

Directors, Officers and Organization Liability Insurance

This **Policy** shall pay on behalf of the **Insureds** all **Loss** arising from any **Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 90 days thereafter, for any **Wrongful Act**.

II. Extended Reporting Period

Refer to Common Policy Terms and Conditions Section.

III. Additional Definitions

In addition to the Definitions listed in section III. of the Common Policy Terms and Conditions Section, whenever printed in boldface type, and whether in the singular or plural form, in this **Coverage Section** the following terms shall have the meanings indicated below.

- A. "Claim(s)" means a written demand for monetary or non-monetary relief including, but not limited to, a civil, criminal, administrative, or arbitration proceeding; provided, however, the term Claim shall not include any grievance or arbitration subject to a collective bargaining agreement. A Claim shall be deemed to have been first made at the time notice of the Claim is first received by any Insured.
- B. "Costs of Defense" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered or potentially covered Claim against the Insureds, but excluding salaries, wages, overhead or benefit expenses associated with any Insured, or any amount covered by the duty to defend obligation of any other insurer.
- C. "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, Damages shall not include:
 - taxes, civil or criminal fines, or penalties imposed by law, or
 - costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
 - commissions, bonuses, profit sharing or severance payments, or
 - 4. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Damages also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- those damages were awarded or imposed, or
- any Wrongful Act occurred for which such damages were awarded or imposed, or
- the Insured resides, is incorporated or has its principal place of business, or
- 4. the **Insurer** is incorporated or has its principal place of business.

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D. "Insured Person(s)" means any past, present or future duly elected or appointed directors, trustees, officers, employees (including part time, seasonal and temporary individuals), volunteers, or committee or staff members of the Insured Entity. In the event that the Insured Entity operates outside the United States, then the term Insured Persons also means those titles, positions or capacities in such foreign Insured Entity which is equivalent to the position of a director, trustee or officer in an entity incorporated within the United States. Coverage will automatically apply to all new Insured Persons after the Policy inception date.

This Coverage Section shall cover Loss arising from a Claim made against the estates, heirs, or legal representatives of deceased Insured Persons, and the legal representatives of Insured Persons in the event of incompetency, insolvency or bankruptcy, who were Insured Persons at the time the Wrongful Act upon which such Claims are based were committed.

This Coverage Section shall cover Loss arising from a Claim made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual Insured Person for a Claim arising solely out of his or her status as the spouse of an individual Insured Person, including a Claim that seeks damages recoverable from marital community property, property jointly held by the individual Insured Person and the spouse, or property transferred from the individual Insured Person to the spouse; provided, however, this extension shall not afford coverage for any Claim for any Wrongful Act of the spouse, but shall apply only to Claims arising out of any Wrongful Act of an individual Insured Person.

- E. "Insured(s)" means any Insured Person or any Insured Entity.
- F. "Loss" means Damages and Costs of Defense.
- G. "Outside Entity" means:
 - a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code of 1986, including amendments thereto, or
 - 2. any other entity organized for a religious or charitable purpose under any nonprofit organization act or statute, or
 - 3. any other entity, partnership, joint venture or other organization listed by endorsement to this **Policy**.
- H. "Personal Injury" means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, infringement of copyright or trademark, unauthorized use of title, plagiarism, or misappropriation of ideas.
- "Related Wrongful Act(s)" means Wrongful Acts which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- J. "Wrongful Act(s)" means:
 - with respect to individual Insured Persons, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by the Insured Persons of an Insured Entity in their respective capacities as such, or any matter claimed against them by reason of their status as Insured Persons of an Insured Entity, or any matter claimed against them arising out of their serving as a director, officer, trustee, or governor of an Outside Entity in such capacities, but only if such service is at the specific request or direction of the Insured Entity, or
 - with respect to an Insured Entity, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by the Insured Entity, or
 - any Personal Injury.

IV. Additional Exclusions

In addition to the Exclusions listed in section IV. of the Common Policy Terms and Conditions Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the gaining of any profit or advantage to which an Insured was not legally entitled; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the Insureds in such Claim shall establish that such Insureds gained such profit or advantage to which an Insured was not legally entitled;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any criminal or deliberate fraudulent act; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Insureds** in such **Claim** shall establish that such **Insureds** committed such criminal or deliberate fraudulent act;
- C. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving payments to an Insured of any remuneration without the previous approval of the governing bodies of the Insured Entity, which payment without such previous approval shall be held to have been illegal; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the Insureds in such Claim shall establish that such Insureds received such payments;

Carolina Casualty Insurance Company

[Provided, however, that with respect to Additional Exclusions A., B. and C., the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**.]

- D. for:
 - 1. physical injury to or destruction of any tangible property, including the loss of use thereof, or
 - 2. bodily injury, sickness, disease, death, assault or battery of any person;
- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
- F. by, on behalf of, or in the right of the **Insured Entity** in any capacity; provided, however, this exclusion does not apply to any **Claim** that is a derivative action brought or maintained on behalf of the **Insured Entity**, but only if such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of any **Insured**;
- G. which is insured in whole or in part by another valid policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any Wrongful Act of the Insured Persons serving in their capacities as directors, officers, trustees, employees, members or governors of any other entity other than an Insured Entity or an Outside Entity, or by reason of their status as directors, officers, trustees, employees, members or governors of such other entity;
- for any Wrongful Act arising out of an Insured serving as a director, officer, trustee, employee, member or governor of an Outside Entity:
 - if such Claim is brought by the Outside Entity or any of its directors or officers, or by any security holder of the Outside Entity, whether directly or derivatively, unless such security holder's Claim is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or participation of, or intervention of the Outside Entity, any of its Directors or officers, or any Insured, or
 - if such Wrongful Act occurred prior to the inception date of the first Nonprofit Directors, Officers and Organization Liability Insurance Policy issued by the Insurer to the Named Insured, which has been continuously renewed and maintained in effect to the inception of this Policy Period, or
 - to the extent such Insured is indemnified for such Loss by such Outside Entity, and (if applicable) which is insured in whole or in part under any policy issued to or for the benefit of any Outside Entity or its directors or officers, then this Policy shall apply only to Loss excess over such indemnification and insurance (if applicable);
- J. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any past, present or future actual or potential employment relationship;
- K. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - 1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy, or
 - any other Wrongful Act whenever occurring, which together with a Wrongful Act which has been the subject of such daim or notice, would constitute Related Wrongful Acts;
- L. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act;
- M. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of any oral or written contract or agreement; provided, however, this exclusion shall not apply to any Claim made against any Insured Person or to the extent that an Insured Entity would have been liable in the absence of the contract or agreement.

[The Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining the applicability of the Exclusions.]

V. Changes in Exposure

A. Acquisition or Creation of a Subsidiary

If during this **Policy Period** the **Insured Entity** forms or acquires a **Subsidiary**, then this **Policy** shall provide coverage pursuant to this **Coverage Section**:

- 1. automatically for an entity whose assets total less than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, or
- for an entity whose total assets are equal to or greater than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, but only upon the condition that within 90 days of it becoming a **Subsidiary**, the **Named Insured** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium and/or amendment of the provisions of this **Policy** required by the **Insurer** relating to such new **Subsidiary**. Further, coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named Insured** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An entity becomes a **Subsidiary** when the **Insured Entity** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Insured Entity** ceases to control the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**.

In all events, coverage afforded pursuant to this Coverage Section with respect to a Claim made against a Subsidiary shall only apply for Wrongful Acts committed or allegedly committed after the effective time that such Subsidiary became a Subsidiary and prior to the time that such Subsidiary ceased to be a Subsidiary.

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary, but this **Policy** shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.

President and Chief Executive Officer

wald & Suckey

Secretary

Anita A Napoli

Carolina Casualty Insurance Company

Employment Practices Liability Insurance Coverage Section

This is a Claims Made Policy. Please read it carefully.

CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this **Policy**, the **Insurer** and **Insureds** agree as follows:

I. Insuring Agreement

Employment Practices Liability Insurance

This **Policy** shall pay on behalf of the **Insureds** all **Loss** arising from any **Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period** or within 90 days thereafter, for any **Wrongful Act**.

II. Extended Reporting Period

In addition to section II. Extended Reporting Period of the Common Policy Terms and Conditions Section, the following shall apply:

If the Named Insured cancels or refuses to renew this Coverage Section, then without any additional premium being required, there shall be an automatic extension of the coverage granted by this Coverage Section with respect to any Claim first made and reported during the period of 36 months after the date upon which the Policy Period ends, but only with respect to any Wrongful Act of any duly elected or appointed director or officer that was an Insured, but who did not serve as a duly elected or appointed director or officer at the time of the cancellation or non-renewal, fully occurring prior to the end of the Policy Period and otherwise covered by this Coverage Section and only if there is no other policy or policies that would otherwise provide insurance for such Wrongful Act. This 36 month period shall be referred to as the Automatic Extended Reporting Period for former directors and officers.

III. Additional Definitions

In addition to the Definitions listed in section III. of the Common Policy Terms and Conditions Section, whenever printed in boldface type, and whether in the singular or plural form, in this **Coverage Section** the following terms shall have the meanings indicated below.

- A. "Claim(s)" means a written demand for monetary or non-monetary relief or an administrative or regulatory investigation or proceeding commenced by or before a federal, state, local or foreign agency; provided, however, the term Claim shall not include any grievance or arbitration subject to a collective bargaining agreement. A Claim shall be deemed to have been first made at the time notice of the Claim is first received by any Insured.
- B. "Costs of Defense" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a covered or potentially covered Claim against the Insureds, but excluding salaries, wages, overhead or benefit expenses associated with any Insured, or any amount covered by the duty to defend obligation of any other insurer.
- C. "Damages" means a monetary judgment (including back pay and front pay), award or settlement, pre-judgment interest and post-judgment interest; provided, however, Damages shall not include:
 - taxes (provided, however, that the Insurer will reimburse an Insured Entity for any employer share of payroll taxes on any portion of damages or settlements which constitute back pay otherwise considered Damages), civil or criminal fines, or penalties imposed by law, or
 - payment of insurance, disability, pension, health or other plan benefits daimed by or on behalf of any former or current Employee, or that a daimant would have been entitled to as an Employee had the Insured Entity provided the daimant with a continuation of insurance, or
 - costs incurred by any Insured to make any building or property more accessible or accommodating to any disabled person, or
 - 4. commissions, bonuses, profit sharing or severance payments, or
 - 5. future wages or benefits of any reinstated **Employee** or wages or benefits associated with the continued employment of an **Employee**, or
 - 6. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Carolina Casualty Insurance Company

Damages also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. Only for the purpose of resolving any dispute between the Insurer and the Insured regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this Policy, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

- those damages were awarded or imposed, or
- 2. any Wrongful Act occurred for which such damages were awarded or imposed, or
- 3. the **Insured** resides, is incorporated or has its principal place of business, or
- the Insurer is incorporated or has its principal place of business.

D. "Employee" means:

- 1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals, or
- an individual who is a volunteer, intem, committee or staff member or independent contractor for the Insured Entity, but only if the Insured Entity provides indemnification to such individual in the same manner as that provided to the Insured Entity's employees.

An individual's employment status shall be determined as of the date of the Wrongful Act.

- E. "Harassment" means unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors or other verbal, visual or physical conduct of a sexual or non-sexual nature that:
 - is explicitly or implicitly made a condition of employment, or
 - 2. are used as a basis for employment decisions, or
 - 3. create a work environment that interferes with performance.

Harassment also means assault or battery, but only if related to a charge of sexual harassment.

F. "Insured(s)" means:

- any director, trustee, officer, or Employee of an Insured Entity while acting solely within the course and scope of employment with the Insured Entity, or
- an Insured Entity.

This Coverage Section shall cover Loss arising from a Claim made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual Insured for a Claim arising solely out of his or her status as the spouse of an individual Insured, including a Claim that seeks damages recoverable from marital community property, property jointly held by the individual Insured and the spouse, or property transferred from the individual Insured to the spouse; provided, however, this extension shall not afford coverage for any Claim for any Wrongful Act of the spouse, but shall apply only to Claims arising out of any Wrongful Act of an individual Insured.

- G. "Loss" means Damages and Costs of Defense.
- H. "Related Wrongful Act(s)" means Wrongful Acts which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- "Wrongfu! Act(s)" means any actual or alleged:
 - act by an Insured arising from an actual or potential employment relationship with the claimant for discrimination or Harassment because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, marital status, or any other basis prohibited by law which results in termination of the employment relationship, or demotion or failure or refusal to hire or promote, or failure to accommodate an Employee or potential Employee, or denial of an employment privilege, or the taking of any adverse or differential employment action, or
 - act by an Insured arising from an actual or potential employment relationship with the claimant for sexual Harassment
 including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature
 that is made a condition of employment, is used as a basis for employment decisions, or creates an intimidating, hostile
 or offensive work environment that interferes with work performance, or
 - act by an Insured arising from an actual or potential employment relationship with the claimant for termination, constructive discharge, wrongful failure to hire, wrongful demotion, negligent retention, negligent supervision, negligent hiring, retaliation, misrepresentation, infliction of emotional distress, defamation, invasion of privacy, humiliation, wrongful evaluation, or breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation, or

Carolina Casualty Insurance Company

discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such Wrongful Act is alleged to have been committed by an Insured and relates to a customer(s), client(s) or other natural person(s), other than an Employee or applicant for employment, with the Insured Entity.

IV. Additional Exclusions

In addition to the Exclusions listed in section IV. of the Common Policy Terms and Conditions Section, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured**:

- A. for:
 - 1. physical injury to or destruction of any tangible property, including the loss of use thereof, or
 - bodily injury, sickness, disease, and death; provided, however, this exclusion shall not apply to the following personal
 injury damages or causes of action in connection with a Claim for a Wrongful Act for: emotional distress, mental
 anguish, defamation, invasion of privacy or humiliation;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto;
- C. for any actual or alleged breach of any oral or written contract or agreement; provided, however, this exclusion shall not apply to any Claim for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation;
- D. which is insured in whole or in part by another valid policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
- E. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - any Wrongful Act alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the Policy Period under any other policy, or
 - any other Wrongful Act whenever occurring, which together with a Wrongful Act which has been the subject of such daim or notice, would constitute Related Wrongful Acts;
- F. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Worker's Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, the National Labor Relations Act, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any Claim for any actual or alleged retaliatory treatment of the claimant by the Insured on account of the claimant's exercise of rights pursuant to any such law;
- G. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged obligations under any workers' compensation, social security, disability benefits, or unemployment compensation law, including amendments thereto, or any similar provisions of any federal, state, local or foreign statutory or common law; provided, however, this exclusion shall not apply to any Claim for any actual or alleged retaliatory treatment of the claimant by the Insured on account of the claimant's exercise of rights pursuant to any such law;
- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, this exclusion shall not apply to any Claim for any actual or alleged retaliatory treatment of the claimant by the Insured on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

V. Changes in Exposure

A. Acquisition or Creation of a Subsidiary

If during this Policy Period the Insured Entity forms or acquires a Subsidiary, then this Policy shall provide coverage pursuant to this Coverage Section:

- 1. automatically for an entity whose assets total less than 35 percent of the total consolidated assets of the **Insured Entity** as of the **Policy** inception date, or
- for an entity whose total assets are equal to or greater than 35 percent of the total consolidated assets of the Insured Entity as of the Policy inception date, but only upon the condition that within 90 days of it becoming a Subsidiary, the Named Insured shall have provided the Insurer with full particulars of the new Subsidiary and agreed to any additional premium and/or amendment of the provisions of this Policy required by the Insurer relating to such new Subsidiary. Further, coverage as shall be afforded to the new Subsidiary is conditioned upon the Named Insured paying when due any additional premium required by the Insurer relating to such new Subsidiary.

An entity becomes a **Subsidiary** when the **Insured Entity** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Insured Entity** ceases to control the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly or indirectly through one or more of its **Subsidiaries**.

In all events, coverage afforded pursuant to this **Coverage Section** with respect to a **Claim** made against a **Subsidiary** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

In witness whereof, the **Insurer** has caused this **Policy** to be signed by its President and Chief Executive Officer and Secretary, but this **Policy** shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.

President and Chief Executive Officer

Suald & Suckey

Secretary

Anita A Napoli

Barr, Vanessa

From:

Ross Lund <info@minnesotadesign.com>

Sent:

Friday, November 06, 2015 3:41 PM

To:

Barr, Vanessa

Subject:

RE: Quick Contact

Attachments:

mnallianceoncrimequote.pdf

Vanessa,

Here is my quote. No monthly fees from me. You would just have your hosting fee to godaddy or whomever you want to use for hosting. (probably around \$60 per year)

Additional work down the road is 20 per hour. Again this site would have a content management system so you could do most of the updates yourself.

Thanks, Ross Lund Minnesota Design Studio, LLC. 224 Crocus Pl Mankato, MN 56001 507.340.5577 info@minnesotadesign.com www.minnesotadesign.com



From: Get A Free Quote [mailto:vanessa.barr@blueearthcountymn.gov]

Sent: Friday, November 6, 2015 3:06 PM

To: info@minnesotadesign.com

Subject: Quick Contact

Name: Vanessa Barr

Email Address: vanessa.barr@blueearthcountymn.gov

Phone: (507)304-4630

URL: www.mnallianceoncrime.org

Approximate Budget: unsure

Project Details: complete re-design website, user friendly, non-profit, include members only links, include

donation link, monthly maintenance fees, etc.

How Did You Hear About Us?: google

WEBSITE QUOTE

Date: 11/6/2015

Minnesota Design Studio, LLC 224 Crocus Pl Mankato, MN 56001 507.340.5577 info@minnesotadesign.com Tr

Vanessa Barr

www.mnallianceoncrime.org

Service	Detail/ETA	Price
	Unlimited revisions on design for wordpress (eta 1 week to finalize new design)	
	Coded in pure css for faster loading	
	Dropdown Menus	
	Rotating Slideshow in banner included	
	Responsive Design For Mobile Devices – click to call etc	
Web Design	Quick Contact Forms	\$750
	Members Only Pages	
	Content Management System (wordpress)	
	Google Analytics and Reporting Setup	
	Training/Maintenance (30 days)	
	All Hosting Configuration and All Setup Included	
SEO	Yoast SEO Pack installed and setup	included
	Subtotal	
	Sales Tax	
	Total	\$75

Quotation prepared by: Ross Lund

Will take about 2 weeks of time to complete. (eta 1 week to finalize custom design, 1 week to code) We need something similar to a linux economy hosting package with godaddy which you already have.



Our Work Is Exceptional And We Will Prove It!

Thank you for your business!

Barr. Vanessa

From:

Matthew Schroeder < matthew@8bitstudio.com>

Sent:

Wednesday, November 11, 2015 12:08 PM

To:

Barr, Vanessa

Subject:

Website Proposal 11-11-15

Attachments:

proposal 11-11-15.pdf

Hello Vanessa,

I've completed our proposal for your website project. This ballpark estimate is our recommended and ideal investment to achieve the results I feel you're organization requires from a new website.

When it comes to ongoing or monthly maintenance we offer 2 options:

- 1. "Regular Rate" (\$135 / hrs) Contact us with update request. We can usually swap a few pictures and some text within 15-30min = \$33.75 \$67.50. This is great for sites that do not require many updates and are not very active.
- 2. "Time Block Program" (\$100 / hr) Available for purchase once per year, our time block program allows clients to save over 25% on content updates & routine maintenance. We will work with you to determine how many hours are recommended to optimize your site performance. These time blocks expire at the end of each year (Dec. 31).

If you have any questions or thoughts please don't hesitate to contact me. I'd love the opportunity to explain any of our services or plans in more detail. If your budget is not in the proximity of our initial estimate, I'd encourage you to contact me to discuss ways we can align our time estimates more closely with your budget. Keep in mind these times are suggested based on preliminary conversations and is not necessarily a "set in stone price". During our evaluation services we are able to negotiate time, materials, & budget details.

Thanks again for the opportunity to offer our proposal. Let me know if you would like to schedule a call to discuss the next steps!

Matthew Schroeder

Director

office: (612) 208-8248

email: matthew@8bitstudio.com

snail: 720 Century Ave SW Suite 114 Hutchinson, MN 55350

website: 8bitstudio.com





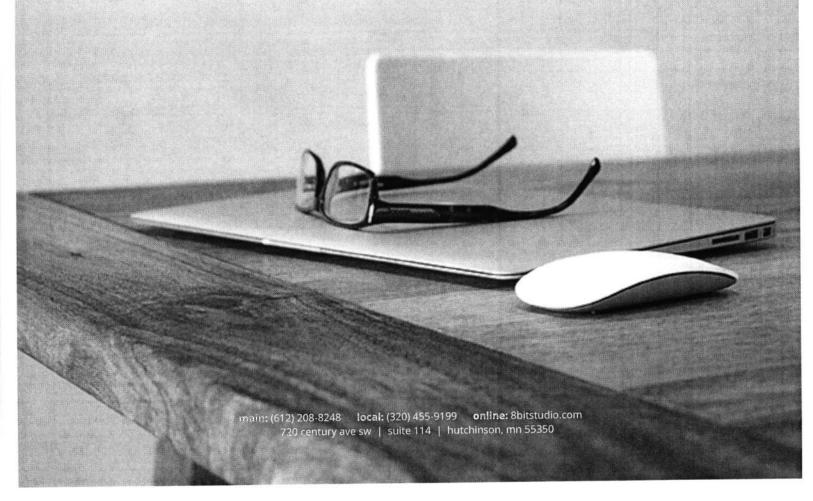
Website Proposal

Prepared For: Minnesota Alliance on Crime // Vanessa Barr // 507-304-4630

Prepared By: 8bitstudio // Matthew Schroeder

Project: Responsive Website Design & Development

Date: November 11, 2015





Executive Summary

Introduction

Thank you for the opportunity to submit a proposal for the redesign of MN Alliance on Crime website platform. Working together, I am confident that we will be able to achieve the goals required to attract and retain visitors to the website.

I have identified the following objectives and solutions that we intend to address throughout this project. These are preliminary topics that we would like to more accurately define during our <u>project evaluation phase</u>.

Objectives

Based on our past discussions I feel these are the primary goals moving forward:

- **Website Branding -** The client is a reputable law firm located in Minnesota. One of the primary objectives of a new website will be to create a look & feel that better portray the organization. The first impression when a visitor arrives to the new site will be strong, fresh, and professional.
- **Responsive Technology** As time has passed, the internet has dramatically changed. Smartphones & tablets are becoming user's primary browsing devices and responsive technology has become an industry standard. Google has recently announced that your site ranks may be affected if you do not have a responsive site.
- **UX/UI** I believe that we could make improvements to the UX/UI by creating more precise calls to action on the website. We will integrate modern css technology that allows a more interactive experience. Visitors should feel as though they are on a self guided tour of your organization and easily request information and receive immediate, precise feedback.
- **Navigation** 8bitstudio will assist in creating a navigation that allows visitors to quickly and easily locate articles, resources, and other information they seek.
- **Online Donations -** The client seeks a website that provides visitors the ability to easily make online donations.

Solutions

8bitstudio will provide a fresh modern website that uses responsive mobile technology. We will maintain key elements in your branding / identity and improve on the presentation of the content. Less text, impressive graphics, clear calls to action, and more resources for your visitors will result in a more successful website that meets modern standards.

Below are our initial estimates of time we feel would be an appropriate investment to achieve the results best suited for this project.



Evaluation & Project Scope

5 hrs

You wouldn't build a new house without a proper blueprint and understanding the cost of investment. Valuable time goes into planning the size, floor plan, materials, and much more to make sure the home you end up with is a perfect fit. Building a website follows the same principle. It's our job to go through an intake process and listen to your needs and wants, carefully selecting an affordable starting point. Once we scope your project, it becomes much easier to define our time and materials required to complete your project. Planning up front helps eliminate project creep and surprise expenses during development.

Hosting / CMS / Plug-in Install & Configuration

6 hrs

During this stage of your project we configure the hosting account, create databases, install technologies (CMS/Plug-ins), and configure your platform settings for development. Our team has carefully refined our development process over the years, making improvements to it as technology continues to change. Having a well-configured platform during development creates a smooth flow into the wireframe stage.

Planning, Intake, & Project Management

14 hrs

Now we get creative! This is one of the most enjoyable parts of our job, starting with an empty whiteboard and creating something to be admired. Of all the services we offer at 8bitstudio, this area sets us apart from much of our competition. Brainstorming with our client, a creative director, designer, and developer helps to establish the perfect approach to your project. Every project requires time for management to assure development continues to move in a positive direction assuring the job is done right and on time.

Creative Development

18 hrs

Creative development is one of the most important aspects of your website. Visitor retention is key to making sure your website performs how you'd expect. We carefully design the layout, navigation, and overall user interface with your target audience in mind. The more time our team can invest on creative direction the more impressive your online presence will be. We recommend to carefully consider how much time you feel we need to refine your project. If you'd like to discuss increasing this time we'd be happy to answer any questions you might have.

Technical Development

24 hrs

A programmer meets with a creative director working to implement your website functionality. Adding custom features, contact forms, dynamic elements, and an assortment of other high-tech terms (HTML 5, CSS, Javascript, API's). A properly coded website equates to better performance in many areas: search engines, load times, cross browser functionality, mobile experience and so much more. Our team fuels up your website and gets the gears moving at peak performance prior to launch.



Responsive Mobile Development

12 hrs

Adding responsive technology has quickly become an industry standard. There isn't an easy button that converts your site to become responsive & mobile friendly. Responsive design is hand coded and tailored for mobile performance. What is all involved? We plan the optimum layout, user interface, content, graphics, and load performance for your mobile visitors. Without proper mobile planning, a responsive site can actually have an adverse affect and create a higher bounce rate.

Testing & Launch

4 hrs

Before we launch your site, it goes through a beta testing stage. During beta tests, we interact with your website just like a customer would and determine if it's ready for launch. If there are any improvements needed we can work them out prior to going public with your new website. During beta you will also have an opportunity to review the website and provide final feedback. Once we agree the site is ready good and ready, we begin our launch procedures.

Analytic Tracking Report Configuration

1 hrs

Every website we build has tracking code installed. We use these reports to benchmark our success and the growth of your website. It is rewarding to see the thousands of visitors hitting your website and their interactions. From these reports, we can learn so much about your website's performance and its user interface trends. Knowing the city your visitors came from, how they found you, and hundreds of other analytic statistics help us continue to make valuable improvements.

Post-Launch Procedures

2 hrs

Once your website has completed the launch procedures there are a few remaining tasks for us to perform. Specifically we need to submit your website to the major search engines and request that your new website is indexed properly. Once this phase is complete your project is officially complete!

Grand Total Website Service Estimated Hours

86 hrs

This ballpark estimate is our recommended and ideal investment to achieve the results I feel you're looking for. The time and materials we've included in this estimate are based on our limited understanding of your project scope and may be subject to change during the evaluation phase. We will work with you during evaluation to balance an agreeable budget and project scope. For a detailed breakdown please reference the line item estimate below.



Qty.	Description	Unit Price	Line Total
5	Evaluation & Project Scope Services	\$135.00	\$675.00
6	Hosting / CMS / Plugin Install & Configuration	\$135.00	\$810.00
14	Planning - Intake, Strategy, Sketching, Project Management	\$135.00	\$1,890.00
18	Creative Development - Wireframe Layout, Graphic Design	\$135.00	\$2,430.00
24	Technical Development - Template HTML / CSS / Advanced Tech.	\$135.00	\$3,240.00
12	Mobile Development - Responsive Planning, Development,	\$135.00	\$1,620.00
4	Testing & Launch - Alpha & Beta Testing, Launch Project	\$135.00	\$540.00
1	Analytic Tracking Report Configuration	\$135.00	\$135.00
2	Post-Launch Procedures	\$135.00	\$270.00
TBD	DNS & email configuration	\$135.00	TBD
86	Total Estimated Hours	Sub Total	\$11,610.00
1	Evaluation & Project Scope Refund W/ Signed SOW	Discount	\$675.00
		Estimate	\$10,935.00

Non Profits (501c3 Tax Status) are eligible for a charitable contribution from 8bitstudio to your organization upon project completion of 7% of the total project investment.

The estimated charitable donation to Shepherd of the Lake is \$765.45



Website Hosting Options

	A COLUMN TO STATE AND A STATE OF			
	Essential	Professional	Premium	Corporate
Bandwidth (Monthly Traffic)	4 GB 400 Visitors*	10 GB 1,000 Visitors*	50 GB 5,000 Visitors*	100 GB 10,000 Visitors*
Disk Space (Media Storage)	500 MB	1 GB	4 GB	10 GB
Databases	1	1	2	3
Monthly Site Backups	✓	✓	✓	✓
On Call Server Administrator	X	X	/	~
	\$29 _{/mo.}	\$39 _{/mo.}	\$79 _{/mo.}	\$149 _{/m}



Website Protection Plans

	Essential	Professional	Premium
24/7 Uptime Tracking	/		
Monthly Contact Form Test	✓	Control 100 (100 for 100 fo	/
Google & Bing Webmaster Monitoring	×	/	
Brand Monitoring	×	×	
24/7 On-Call Retainer	×	X	/
	\$15/mo.	\$49 _{/mo.}	\$99 _{/mo.}

Barr, Vanessa

From:

Yvonne M Cariveau <yvonne@voyageurweb.com>

Sent:

Monday, November 30, 2015 4:40 PM

To:

Barr, Vanessa

Subject:

Proposal for MN Alliance on Crime

Attachments:

MN Alliance on Crime Proposal2015.11.pdf

Hi Vanessa,

As soon as I got into the office today, I made your proposal my first priority. I'm sorry this took longer than I'd hoped - the holiday slowed me down more than I thought it would.

Please review and I'll be happy to go over this with you.

I applied a nonprofit discount of \$500 to the base price and discounted the hosting fee for you as well.

All the best!

Yvonne

--

Yvonne Cariveau, PhD
President / Owner
VoyageurWeb

507-550-1534 *direct* **507-344-2280** *main* **507-550-1533** *billing* **507-625-3723** *fax* 201 N. Broad St., Ste. 305 | Mankato, MN 56001

follow us on Facebook | Twitter | LinkedIn

Website updates: changes@voyageurweb.com or 507-344-2280

Billing: billing@voyageurweb.com or 507-344-2283 Sales: sales@voyageurweb.com or 507-344-2280



Proposal for Mn Alliance on Crime

November 30,, 2015

This quote for services is good for 3 months from the above date.

Prepared by Yvonne Cariveau

VoyageurWeb

201 N. Broad Street, Suite 305

Mankato, MN 56001

P.O. Box 205

Mankato, MN 56002-0205

Phone: 507-550-1532 or 507-344-2280

Fax: 507-625-3723

Email: sales@voyageurweb.com

Site Address

http://www.mnallianceoncrime.org/

Project Goals

- Mobile-responsive website that works great on desktops, laptops, tablets and phones
- Updated, attractive, but fast-loading site
- Members only area with pages only members that login can see
- Easy-to-update site that is ADA compliant (for maximum accessibility)
- Overall a site that serves the organization's audiences well (system and community advocates, women's organizations and victims of crime)

Proposal

Desktop and Mobile (Responsive) Design

Your new web site will be provided with a look that is:

- Attractive brand-consistent and created to accomplish your goals
- Responsive works great on smartphones, tablets and desktop/laptops
- Accessible usable by a wide possible audience of visitors and browsers
- Consistent professional look throughout the site making it easy for users

We will start with a mobile-responsive layout - we'll show you several options to pick from. Then we will add your logo, colors and images to personalize the design for you. With this type of site, we understand you are looking for something that is clean, professional, fast-loading and ADA compliant.

Planned Site Content

Site visitors come to your site for the content; the information presented as text, images, videos, documents and links. So getting this right is a key part of the project.

Content quality metrics:

- information is relevant and consistent with site goals
- loads quickly (essential for mobile users) (goal is under 2 seconds)
- friendly to people using adaptive devices (ADA) and smartphones
- set up well for search engines to find you on your selected keywords

Content Planning and Entry

Content on your site is expected to include about 10 pages of information - similar to that on the site now. Our staff will fill in the home page and 9 additional pages for you - you can add more pages yourself after training.

Below is a "sitemap" listing all of the pages on the current site.

http://www.mnallianceoncrime.org/ http://www.mnallianceoncrime.org/home

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http://www.mnallianceoncrime.org/about_us
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http://www.mnallianceoncrime.org/initiatives

http://www.mnallianceoncrime.org/membership

http://www.mnallianceoncrime.org/victims_rights

http://www.mnallianceoncrime.org/victims_rights/derechos_de_las_v%C3%ADctimas

http://www.mnallianceoncrime.org/resources

http://www.mnallianceoncrime.org/trainings_and_events

http://www.mnallianceoncrime.org/contact_us

http://www.mnallianceoncrime.org/support_mac

And these documents:

```
assets/docs/Website_Role_of_Advocates.1155040.docx
assets/docs/Crime_Victim_Rights_in_Minnesota.202111822.pdf
assets/docs/Crime_Victim_Rights_in_Minnesota202111822.12154817.pdf
assets/docs/OJP_Police_Report_Doc211145613.19123346.pdf
assets/docs/MAC_41715.105195431.ppt
assets/docs/Allies_Slides_to_Share_A.11474401.pdf
assets/docs/Allies_Slides_to_Share_A2.11474432.pdf
assets/docs/Allies_Slides_to_Share_B.11474456.pdf
assets/docs/Allies_Slides_to_Share_Part_2.11474536.pdf
assets/docs/TASK_Manual.113200934.pdf
```

Members Only Area

A new feature this new site will have that is not on the old one will be a Members Only area. Your staff will be able to set up and give out a username and password to members. Using that information, your members will be able to login on the site and view pages that the public can not see. All members will be able to see all member pages (not separated out by member).

Content Management

Based on the goals above, we propose to build your new site with WordPress. WordPress is a content management system that is installed on our server. It is easy to learn and it provides great tools for keeping your website up-to-date.

Training

We will meet in person or via web conference, with up to 4 on your team, to walk through how to add pages, edit text, change pictures and more. We'll also show you **how to view your site** analytics and what to look for. After training, you can add as many pages or as much content as you'd like anytime, at no extra cost.

Pop-up Photo Galleries

Photo galleries are a set of small images that you can click on. The photo you click on blows up on the screen (graying out the website behind it). A person can click on arrows right/left to scroll

through images in the gallery. We will set up one photo gallery as part of this project. You can add additional galleries and add/edit photos after training.

Blog

We will setup a means for you to post text (and images) to the site on a regular basis. This can be used to share information about Initiatives - breaking news, new ideas, recent victories or other current events types of things.

Fill-in Contact Form

Visitors to your site will be able to complete a set of questions (name, email, comments and more). When they submit, that information will be emailed to the email address(-es) you select. **Our forms are "smart"** - meaning that they will make sure that a phone number is a number and that required information is filled in before they will send/save. Every form we create has **spam-protection built-in** also.

Search Engine Optimization (SEO) and Site Marketing

Successful websites are found by their target audience.

As part of this proposal, our staff will:

- research and recommend key phrases for your website
- configure your site to help make those keyphrases easily found by search engines
- provide advice to your content editors on maintaining the site well after "go-live"

In addition, most successful websites need traditional marketing, social media, public relations and promotional work by you or your marketing firm, especially during the early life of the site.

Social Media Integration

- Facebook, Twitter and other social media links will be on all pages of your site.
- "Share" your site content on Facebook, Google+, Twitter, Pinterest and other social media, as well as email a link to a friend or co-worker.

Google Analytics for Tracking Site Use

Tracking code on your site provides you with detailed information about visits to your website. We will setup **Google Analytics to track and monitor progress on your goals**. As part of your training to update the site, we'll also show you what to look for in Analytics.

Project Management

Your VoyageurWeb Project Manager is your helper and guide during the creation of your site and afterwards.

Your project manager will

- gather data and feedback from you throughout the process
- keep you updated
- test and document work done by our staff
- make sure that your site meets your needs and is done on-time and on-budget

Set up (One-time cost) Estimate: \$3950

This price includes purchase of a license for the base WordPress theme.

Estimates are +/- 10%. We will work with you to keep the project on budget and will notify you as early as possible if the final cost will exceed the estimate above.

On-going Hosting and Content Management System Maintenance: \$280 - \$30 nonprofit discount = \$250/year

This fee includes 10GB of server space, up to 20 email addresses and up to 5 site URLs AND routine content management software updates to maintain security and reliability of your site over time. We will upgrade WordPress and the plugins we set up for you as needed. (This is something most hosting companies do not do.)

Payment Arrangements

50% of the total project estimate will be invoiced (net 30) at project start.

40% of project estimate will be billed when our work is completed.

10% of project estimate and any hosting fees will be billed when the site goes live for public use

Project Timeframe

We estimate completing the deliverables described above in 10-12 weeks.

Change Orders and Delays

Additions to work beyond the project specifications (change orders) sometimes occur as a website develops. These will incur added charges at your project hourly rate. We will identify change orders when they come up and give you the option to do them or put them on a list to be done in the future.

Important Notes

Website Hosting: Costs above assume the site is hosted with VoyageurWeb unless specifically noted otherwise. Site files can be moved at any time without penalty.

Copyright: It is your responsibility to obtain copyright approval for items you supply to us for use on your site. Be VERY cautious about using any items downloaded from the Internet on your site (images, programs, etc). Any copyrighted materials we purchase for you will be documented as part of our project work.

Site Promotion: Unless specifically listed here as a service to be provided, marketing and site promotion in the form of search engine listings, advertising or any other type of promotion are NOT an included part of the service. We recommend a full review of your marketing efforts, including the new website, to reach your target audience for best effect.

Payment: If the initial project down payment invoice is not paid in a timely way (net 30 days), work on your project may be halted until that payment is received.

Going Live: Final approval of the work by you (the Buyer) and agreement to pay the final invoice is required before the work is made public.

Warranty

All programming and coding work is warranted for errors for 90 days after completion date. We will HTML validate and check our code carefully. We strongly recommend careful review of the site by your staff during those 90 days. When your site goes live, immediately view and use every page, place orders, fill out forms and try out all website updating functions. Any errors found will be corrected promptly and at no cost. We will also gladly add to instructions or improve error messages during those 90 days. Beyond that 90 day mark, changes to your site, even to correct errors, will incur our normal hourly or contract prices unless you have a service contract with VoyageurWeb. We recommend an ongoing service contract for e-commerce and other complex sites.

Contract Terms

This Agreement for Services ("Agreement") is made as of the most recent signature date on this contract between Internet Connections, Inc, doing business as VoyageurWeb ("Company"), a Minnesota corporation whose principal office is located in Mankato, Minnesota and MN Alliance on Crime ("Buyer"), a Minnesota nonprofit, whose principal office is located at 155 South Wabasha St., Suite 104, St. Paul, MN.

RECITALS

A. Company owns and operates a website design and hosting business, providing services including, without limitation, website design and programming, website maintenance, website hosting, web server site hosting (co-location) and miscellaneous support services; and

B. Buyer does or wishes to provide its products, services and/or ideas through means including an Internet-based website with a home page URL of http://www.mnallianceoncrime.org/ (the "Website"), and Buyer desires to have Company provide the following services: website design, graphic design and/or programming, maintenance, and shared site hosting (hosting site on a server with other sites), detailed on proposal/quote attached hereto and incorporated herein by reference (the "Proposal").

NOW THEREFORE, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Fees:

Fees to be paid for the services selected are provided in the attached proposal, signed and dated by Buyer. If no amount is otherwise designated above, services shall be billed at a project hourly rate of \$75.00.

- 2. Customer Service and Responsibilities:
- 2.1 Buyer's Responsibilities. Buyer shall be responsible for providing all customer support regarding products or services offered on their website to Buyer's customers/visitors.
- 2.2 Company's Responsibilities. Company shall be responsible for Website design, graphic design and/or programming, maintenance, and shared site hosting (hosting site on a server with other sites) as detailed on the Proposal, including: (a) providing adequate staffing to respond to design, programming, maintenance, and engineering needs of Buyer; (b) providing bandwidth and adequate environment for Website servers; (c) providing prompt response time (reasonably determined by the Company) for action in the event of a machine, program, security or bandwidth failure.
- 2.3 Website design. Company uses a combination of custom programming code, open source and/or purchased code from third parties as part of the programming used to construct the Website.
- 2.3.1 Company Code. Company retains all right and ownership to its custom programming code used in construction of the website. Buyer is granted a limited license to use the Company's custom programming code and any purchased code to which Company has purchased rights ("Company Code") for their intended purpose of presenting information on the website. Buyer is prohibited from any other use of Company Code including, without limitation, reverse engineering, resale and/or licensing to third parties. Buyer may move and alter the programs including Company Code as desired, but may not claim authorship or use Company Code in producing other websites.
- 2.3.2 Open Source Code. Neither Company nor Buyer may claim ownership to open source code used in the construction of the website.
- 2.3.3 Purchased Code. Ownership of the purchased code will vary depending upon the separate terms of the purchase of said code, with said purchase terms controlling.
- 2.4 Website maintenance services. Company shall use standardized procedures where applicable and in the event of an error will promptly remedy the error upon notification by the Buyer.
- 2.5 Website hosting. It is specifically understood and agreed the Buyer's website will be hosted and maintained on a shared server, together with websites other than that or those of Buyer. In the event Buyer's website generates access in an amount greater than that reasonably determined by Company's engineers to be reasonable for performance and reliability. Buyer agrees to cooperate with and pay expenses for accommodating that level of

usage. Buyer is responsible for notifying Company as early as possible of marketing or other events that are likely to generate large bursts in usage of the site.

2.6 Passwords. All passwords and access information pertaining to the Buyer's website will be released ONLY to a designated representative of Buyer.

3. Term and Termination:

- 3.1. This Agreement shall remain in effect for a term of one year from its date of execution, unless terminated earlier in accordance with this Agreement, and shall renew annually on this anniversary date unless terminated by either party upon 30 days prior written notice.
- 3.2 In the event of a material breach of this Agreement and such breach is not cured by the breaching party within ten days after written notice of breach by the non-breaching party, the non-breaching party may terminate this Agreement upon written notice to the breaching party.
- 3.3 Upon the expiration or termination of this Agreement, Company shall: (a) cease work or services as outlined in the Proposal, and (b) return (as applicable) or destroy any confidential or proprietary property of Buyer (with a certification to Buyer of any such destruction).
- 3.4 All obligations by Buyer to pay any accrued but unpaid amounts shall survive the expiration or termination of this Agreement.

The following Sections of this Agreement will survive the termination or expiration thereof for any reason: 5, 5.5-5.7, 7, 8 and 10.

4. Trademarks, Logos, and Copyrights:

- 4.1 Each party acknowledges that the other party is the sole and exclusive owner of all of right, title and interest in and to its trademarks, trade names, insignia, or devices and other intellectual property rights related thereto. Except as expressly provided herein, no property, license, permission, or interest of any kind in or to the use of any trademark, trade name, color combination, insignia, or device owned or used by a party is or is intended to be given to, transferred to, or acquired by the other party by the execution, performance, or nonperformance of this Agreement or any part thereof. Each party agrees that it shall in no way contest or deny the validity of, or the right or title of the other party in or to such trademark, trade name, color combination, insignia, or device, by reason of this Agreement and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, neither party shall utilize any such trademark, trade name, color combination, insignia, or device in any manner that would diminish its value or harm the reputation of this Agreement, and any and all rights or privileges of each party to the use of the other party's trademark, trade name, color combination, insignia, or device will cease.
- 4.2 No release or disclosure of the fact of or the terms of this Agreement may be issued by either party without the express consent of the other party. If the parties mutually agree to issue a press release or other public disclosure concerning the issues described in this Agreement, the parties shall cooperate to mutually agree on a press release describing the relationship based on this Agreement, and to issue such press release in the normal course of business. In the absence of such mutual Agreement, the parties agree that no press release shall be issued concerning the issues set forth in this Agreement.

- 4.3 Company acknowledges that Buyer is the sole and exclusive owner of all of right, title and interest in and to: (a) product descriptions and other material and content provided by Buyer to Company for use on the website; and (b) all data collected via or generated by the website. Subject to Company's rights and to Company Code, the appearance, coloring and graphics of the website, including but not limited to, the "look and feel" of the website, all materials created by the Company relating to the content on the website or in connection with any of Buyer's products or trademarks and other proprietary material and information, and all adaptations of works based on or derived with respect thereto shall remain or become the exclusive property of Buyer ("Buyer Content"). Buyer shall be considered the author of the Buyer Content for purposes of copyright and all worldwide right, title and interest therein, shall be the property of Buyer as the party specially commissioning said work.
- 5. Independent Contractors, Warranties, Indemnities:
- 5.1 Buyer and Company are each independent contractors with respect to the services performed hereunder. Nothing contained herein shall be deemed to create a relationship of partner, principal and agent, or joint venture between the parties. Neither party has the right or authority to incur obligations of any kind in the name of or for the account of the other party nor to commit or bind the other party to any contract or other obligation.
- 5.2 "Work Product" is defined as the result of the services to be provided Buyer as set forth in the Proposal and any proposals between Company and Buyer, executed during the term of this Agreement and any renewals. Company represents and warrants that: (a) all Work Product will comply with the descriptions set forth in such Proposals as may be executed from time to time and any other specifications for the Work Product provided by the Company; and (b) the services provided by Company hereunder will meet or exceed the service levels provided by the Company to other clients. Except for the foregoing and, except as a result of the Company's gross negligence or willful misconduct, all such services, without limitation, are provided to the Buyer on an AS IS, AS AVAILABLE basis and no warranties are made to the Buyer, or anyone, regarding (a) the success or failure of the website to market the services or products provided by Buyer or (b) the ability or speed of the website to be accessed from any location on the Internet.
- 5.3 With the exception of the Work Product, Buyer will, unless otherwise specifically determined by the selection of services set forth in this Agreement, be solely responsible for the development, content, operation, and maintenance of the website, and for all materials that appear on the website. Buyer will be wholly responsible for the following matters, and Company disclaims all liability for these matters with respect to the website:
- 5.3.1 Technical operation of its website and all related equipment (if programming and/or equipment are provided by Buyer),
- 5.3.2 Creating and posting product or service descriptions on its website whether or not those products or services sold directly on its website,
- 5.3.3 Ensuring the accuracy, timeliness and appropriateness of materials posted on its website (including all product or service-related materials),
- 5.3.4 Ensuring that materials posted on its website do not violate or infringe upon the rights of any third party, and

- 5.3.5 Ensuring that materials posted on its website are not libelous or otherwise illegal.
 5.4 Both parties shall comply with all applicable laws and government regulations (including the United States as well as the rest of the world, where applicable) concerning content and consumer data privacy. With regard to this Agreement, Buyer will make commercially reasonable efforts:
- 5.4.1 To avoid soliciting customers where the customer is known to be under the age of 18 (each such person a "child"), or
- 5.4.2 To avoid taking actions that would put the other party in jeopardy of being deemed a "website targeted to Children" as that term is defined in the Children's Online Privacy Protection Act of 1998. Further, with regard to this Agreement, in the event either party discloses to the other personally identifiable data concerning users of the disclosing party's services, the personally identifiable data of those persons actually known to the disclosing party to be under the age of 13 shall not be disclosed.
- 5.5 Each party shall indemnify, hold harmless and defend, at its sole cost and expense, the other party, its officers, directors, employees, affiliates, shareholders, agents, successors, representatives and assigns, from any and all third-party claims, actions, proceedings, expenses (including reasonable attorney's fees), damages, or liabilities (collectively "Claims"), arising out of, or related in any manner whatsoever to, its negligent or intentional acts or omissions (whether tortuous or contractual) in performing or failing to perform any of the terms or conditions of this Agreement or the breach of any warranties or representations contained in this Agreement.
- 5.6 EXCEPT AS SET FORTH ABOVE, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE NUMBER OF VISITS TO THE website OR ANY OTHER MATTER RELATING TO THE VALUE OF THE BENEFITS RECEIVED UNDER THIS AGREEMENT.
- 5.7 LIQUIDATED DAMAGES: WITH THE EXCEPTION OF (A) CLAIMS BY EITHER PARTY FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY FOR WHICH THE OTHER PARTY OR ANY OF ITS SUBCONTRACTORS IS LEGALLY LIABLE, OR (B) CLAIMS BY EITHER PARTY BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF EITHER PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COMPANY CONCERNING ANY PROVISION OF SERVICES TO BE PROVIDED BY COMPANY UNDER THIS AGREEMENT, THE MAXIMUM DAMAGES TO BE PAID OR MADE PAYABLE TO BUYER FOR SUCH BREACH SHALL BE THE AMOUNT OF FEES PAID BY BUYER UNDER THIS AGREEMENT.

6. Notices:

Any and all notices required hereunder shall be in writing, addressed, and sent U.S. Certified or Registered Mail, Return Receipt Requested, postage prepaid to the parties at their addresses shown below:

IF TO Company: Internet Connections, Inc/VoyageurWeb P.O. Box 205 Mankato, MN 56002-0205 WITH A COPY TO: Farrish Johnson Law Office, Chtd. 1907 Excel Drive Mankato, MN 56002-4157

IF TO Buyer: Using the address provided on the signed Quote/Contract/Proposal form, all notices shall be deemed delivered on the date of their deposit in the U.S. Mail.

- 7. Assigns: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns. Neither party may assign this Agreement without first obtaining the written consent of the other party, which shall not be unreasonably withheld, provided, however, that a party may assign this Agreement, without the consent of the other party, to: 7.1 A purchaser of all or substantially all of the assigning party's assets or a majority or controlling interest in the assigning party's voting stock, provided that the purchaser is not a competitor to the other party of this Agreement; or
- 7.2 To a present or future subsidiary or affiliate of the assigning party.
- 8. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REFERENCE TO ITS LAWS GOVERNING CHOICE OF LAW.
- 9. Entire Agreement: Agreement and the Proposal constitute the entire understanding between the parties and supersede all previous Agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written Agreement duly executed by the parties, failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. In the event of a conflict between the terms of this Agreement and terms of the Proposal, the terms of this Agreement shall govern.
- 10. Confidentiality. Company acknowledges that in the performance of this Agreement or in contemplation thereof, Company and its employees and agents may have access to private or confidential information or trade secrets (collectively "Confidential Information") of Buyer. "Confidential Information" shall mean information regarded by Buyer and identified to the Company as confidential, including, but not limited to information relating to Buyer's past, present or future research, development or business affairs which Buyer does not disclose to the public in the ordinary course of its business. Company agrees: (i) to keep, and have its employees and agents keep, confidential, any and all such Confidential Information in the same manner as it protects its own confidential information of like kind, but in no event shall it exercise less than due diligence and care; and (ii) not to reproduce, use or publish or otherwise disclose to others, or permit its employees or agents to reproduce, use, publish or disclose to others, any Confidential information belonging to Buyer without Buyer's prior written approval.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized signatories as of the day and year set forth below.

BUYER	
By:	<u></u>
Name (please print):	(
Title (please print):	·
Organization:	MN Alliance on Crime
Phone Number:	·
E-Mail Address:	
Date:	

Helpful Terminology to Know

Domain name - your identity on the Internet (voyageurweb.com, acme.com, etc).

Subdomain - a name that puts a word BEFORE the domain, separated by a dot. For example: mail.voyageurweb.com or www.acme.com Subdomains can point to a website or pages within a website. Subdomains can point to completely different websites from their parent domain.

Registrar - a company that maintains records about domain names, they are paid an annual registration fee to hold you domain name for your exclusive use.

Server - a computer that "serves" information on the internet (web servers serve web sites, email servers serve email, etc)

Network - a set of computers linked together so they can share information

Content - text and images used on a website

CMS (Content management system) - software installed on a web server that allows people to make updates to the content on a website without having to know how to do HTML.

Drupal - a type of content management system, developed as a CMS

WordPress - a type of content management system, originally developed for simple blogging

SEO -Search Engine Optimization - optimizing each page of a website (and the structure of it) to make it easy for search engines to find the keywords and phrases you want it to find.

SEM - Search Engine Marketing - placing ads on sites like Google, Microsoft Ads Center, Facebook, etc.

Social media - websites and mobile applications that encourage the sharing of information with others. Examples are Facebook, Twitter, YouTube and PInterest.

Barr, Vanessa

From:

Mankato Web Design <staff@mankatowebdesign.com>

Sent:

Friday, November 06, 2015 3:12 PM

To:

Barr, Vanessa

Subject:

RE: Re-design website

Vanessa

Thank you for your request for the Minnesota Alliance on Crime. I have checked out your website and it appears to be a great start. We could redesign the website in Wordpress allowing you to make independent (charge fee) changes to the website, blog, edit pages, add photos, etc. with a brand new design. We also could make the website responsive for cell phones and tablets and complete the project in 4-6 weeks and estimated cost would be \$3,500 - \$4,500 roughly.

A good first step if our plan, timeline and cost sound like something you would be interested in having us start in the next 30 days or so would be to schedule a meeting.

Do you have any time available in the next week or two? Or if you prefer, do you have anytime next week to discuss your project further by phone?

Matt Peschong Director / Marketing Manager



3144 Chowen Ave S, Suite 631, Minneapolis, MN 55416

Phone: (612) 558-1020

Email Address: Staff@MankatoWebDesign.com Web Design: http://www.MankatoWebDesign.com/

Video: Mankato Web Design Introduction Online Payments: Pay Your Bill Online

Wordpress Tutorial: Watch Our Wordpress Tutorial Video Today.





----- Original Message -----

Subject: Re-design website

From: "Barr, Vanessa" < Vanessa. Barr@blueearthcountymn.gov>

Date: Fri, November 06, 2015 3:03 pm

To: "'staff@MankatoWebDesign.com'" < staff@MankatoWebDesign.com>

Good Afternoon-

I am the Board President for the Minnesota Alliance on Crime and we are looking to re-create our website. We are wondering if we could get a quote on what it

would be to make our site professional and user-friendly for a non-profit organization. We would also like to look at what a monthly maintenance fee would be for it.

Please contact me with any questions. Thank you!

Vanessa Barr VICTIM/WITNESS COORDINATOR LEGAL ASSISTANT

Office: 507-304-4600 401 Carver Road
Direct: 507-304-4630 P.O. Box 3129
Fax: 507-304-4620 Mankato, MN 56002

E-Mail: vanessa.barr@blueearthcountymn.gov

OFFICE OF BLUE EARTH COUNTY ATTORNEY PATRICK R. McDERMOTT, COUNTY ATTORNEY



This email is intended to be read only by the intended recipient, This email may be legally privileged or protected from disclosure by law. If you are not the intended recipient, any dissemination of this email or any attachments is strictly prohibited, and you should refrain from reading this email or examining any attachments. If you received this email in error, please notify the sender immediately and delete this email and any attachments. Thank you.



Minnesota Alliance on Crime

PERSONNEL POLICIES

GENERAL POLICY STATEMENT

- 1. The Personnel Policies of the Minnesota Alliance on Crime have been established for all staff (employees, interns, and volunteers) to have a clear understanding of their rights and obligations while working for the Minnesota Alliance on Crime.
- 2. These Personnel Policies shall be reviewed annually by the staff and the Board of Directors of the Minnesota Alliance on Crime to enassure that they are kept current. Any amendments or revisions must be approved by the majority of the Board of Directors. These policy and procedure statements are not intended to be an employment contract, and the Board of Directors reserves the right to make changes to the policies and procedures with or without notice.

MISSION AND VISION

The mission of the Minnesota Alliance on Crime is to provide a statewide alliance for crime victim programs while promoting the advancement of <u>victim</u> services in Minnesota through education, resources, and legislation.

Our vision is to put victims' rights at the forefront of the criminal justice system by changing Minnesota's response to crime.

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

1. The Minnesota Alliance on Crime acknowledges affirms that that equal opportunity for all persons persons isis a fundamental human right. The policy of the Minnesota Alliance on Crime to-will provide for equal opportunity in employment at the Minnesota Alliance on Crime, and the Minnesota Alliance on Crime will not tolerate employment discrimination against any person on the basis of and advancement for all persons without discrimination because of race, color, religion, sexual preference, political affiliation, marital status, and place of residence, disability, financial status, age, or other consideration prohibited by law. To implement this policy, the Minnesota Alliance on Crime requires that every person making application for, currently employed by, or applying for further vacancies in at the Minnesota Alliance on Crime will be considered on the basis of individual ability and merits.

1____

2. The Minnesota Alliance on Crime fully endorses the promotion of Equal Employment Opportunity and non-discrimination in all aspects of employment. We fully support the non-discrimination provisions of all State and Federal laws, rules, and regulations.

2. The Minnesota Alliance on Crime will ensure The policy of this organization is to assure that all employees staff are treated equally without regard to race, color, religion, sexual preference, political affiliation, marital status, place of residence, disability, financial status, age, or other consideration prohibited by law. residence, race, religion, color, political party, sex, national origin, sexual preference, age, or disability. This policy applies in to recruitment, selection, appointment, and all other personnel actions taken by the Minnesota Alliance on Crime.

3.

3. Realizing that achievement of active anti-discrimination involves more than <u>just</u> a policy statement; <u>the Minnesota Alliance on Crime further commits itself to actively recruit minorities to work-on as board members, the an integral part of this policy is an active recruitment of minorities as employees, interns, and volunteers at the Minnesota Alliance on Crimestaff.</u>

4.

a. The program's Minnesota Alliance on Crime's paid employee, intern, and volunteerunpaid staff application packets will notify applicants that discrimination on the basis of any of the considerations identified above is prohibited.

<u>b.</u> All hiring, placement, and promotion of applicants and <u>employees staff</u> will be made on the basis of individual ability-<u>and</u>, performance, and staffing needs.

b.

<u>we-The Minnesota Alliance on Crime</u> will subcontract the services of solely only those to and through vendors that who meet state and federal eEqual eEmployment oOpportunity guidelines.

e.

d. All compensation and fringe benefits, including access to training and educational programs for employees of the <u>programMinnesota Alliance on Crime</u>, will be determined without regard to any of the <u>prohibited</u> considerations identified above.

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Formatted: No bullets or numbering e. Upon termination of employment, an interview will be held to determine if employees experienced any type of discrimination while employed by our program. Formatted: Left **ADMINISTRATIVE POLICY** Executive Director can purchase up to \$250 without Board approval. When receipts are available they will be maintained and filed. Formatted: Centered Adopted by the Board of Directors on _ 3

CLASSIFICATION OF MINNESOTA ALLIANCE ON CRIME EMPLOYEES

1. <u>Full-time permanent employees</u>: One An employee whose work week will consists of 40 hours per week on a year-round basis and and who has successfully completed the required probationary period of six (6) months.

2. Part-time permanent employees: One-An employee whose work week consists is employed on a regular schedule of less than 40 hours per week on a year-round basis and who has successfully completed the required probationary period of six (6)6 months.

3. <u>Temporary employees</u>: <u>An employeeOne</u> who has been appointed for a full-time or part-time position on a temporary or seasonal basis.

3. Temporary employees are not eligible for benefits other than those provided by law (FICA, unemployment, worker's compensation). The exception may be when the funding source provides for such benefits such as health, paid holidays, vacation, sick leave, etc.

4. <u>Probationary employees</u>: One An employee who has been assigned a full-time or parttime position but who has not completed the probation period of six (6) months.

4

5. Intern: One A person working who is working at for the program Minnesota Alliance on Crime on a full-time or part-time basis on a full-time or part time basis and who receives either school credit or a stipend for his/her work. An intern is not given the responsibilities or benefits of a staff member an employee.

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6. Volunteer: One A person who is working for the Minnesota Alliance on Crime program on a full-time or part-time basis and who receives no compensation for his/her work. wages for the work performed. A A volunteer is not given the responsibilities or benefits of an employee.

volunteer is considered to be an unpaid member of the staff.

7. Contract Services: One- A person providing services to the Minnesota Alliance on Crimewho is working at the program on a full time or part time basis for remuneration under a contractual agreement. and who receives a stipend for services rendered and who has signed a contract for providing such services. Contractual service providers are not eligible for any program benefits and are not considered to be a member of the the Minnesota Alliance on Crime staff.

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EMPLOYEES

- Written job descriptions for all positions shall be developed and in writing prior to the hiring process. These descriptions outline major duties and responsibilities.
- Recruitment of employees shall follow <u>state and federal e</u>Equal <u>employment</u> <u>o</u>Opportunity guidelines <u>and laws</u>.

2.

3. All employment applications shall be in writing. Screening and hiring of applicants for the position of the Executive Director of the Minnesota Alliance on Crime shall be done by the Board of Directors. Additional staff shall be hired by the Executive Director of the Minnesota Alliance on Crime. All hiring practices shall be in accordance with these Personnel Policies. provisions herein. Personnel will be selected solely upon their ability to most effectively carry out the duties of the vacant position.

3.

4. In hiring an employee, the Board of Directors and the Executive Director will consider the Personnel will be selected solely on their ability to carry out the duties of the job. eEducation, experience, references, and personal qualifications of the prospective employee for the vacant positionwill be considered. The Board of Directors and the Executive Director may also consider special eligibility requirements for the particular vacant position. In addition, there may be special eligibility requirements for some of the positions, based upon the specific requirements or limitations placed upon the Minnesota Alliance on Crime by of-various funding sources.

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EMPLOYEE PERFORMANCE REVIEW AND PERSONNEL FILES

<u>Probation</u>: All <u>Minnesota Alliance on Crime</u> employees will be on probation for the first six (6) months of their employment at the Minnesota Alliance on Crime. At the end of three (3) months of employment, either the Board of Directors or the Executive Director there will be awill conduct a performance review of the employee. Any y-problems with that employee's performance will be discussed and documented at that review. Additionally, any achievements and future goals for the employee will be discussed and documented at that review. Near the end of, and goals will be set. At six (6) months of employment, either the Board of Directors or the Executive Director there will conduct a furtherbe another performance review of the same employee. At that time, either the Board of Directors or the Executive Director will decide to accept the employee as a permanent employee, terminate that employee, or extend and a determination shall be made to either put the employee on a permanent status or to terminate employment. the probationary period for the employee for may be extended at the option of theup to six (6) additional months Board after the six (6) month review. The extended probationary period can be up to six (6) months at the discretion of the Board. Performance review forms of for the Executive Director position shall be completed by the Board of Directors with after the initial screening and review by the Executive Committee. Performance reviews for all other employees and interns compiling the information on one form and conducting the review; all others shall be completed done by the Executive Director of the program.

1.

2. On-Going Performance Review: All employees shall receive an annual performance review on the date of their original hire. Annual performance reviews for the Executive Director shall be completed by the Board of Directors after initial screening and review by the Executive Committee. Annual performance reviews for all other employees shall be completed by the Executive Director taff will be required to have a performance review annually upon completion of their probationary period. The review format shall be determined by the Director and Board members. The Director's performance review shall be conducted by the Executive Committee of the Board of Directors.

2.

3. Personnel File: A personnel file shall be maintained on-for each employee in the programat the Minnesota Alliance on Crime. The personnel file shall include employee applications, written performance reviews, employee comments, and other personal data (excluding medical data), approved wage statements, and W-2 and W-4 withholding forms. All personnel records must be treated are classified as confidential. Only the Executive Committee, the Executive Director, and the subject staff personemployee of that file whose file it is, will have access to those filesan employment file. Upon request, Except for dates of employment and positions held, the Minnesota Alliance on Crime will only publicly disclose the dates of a particular employee's employment and that positions that particular employee held. The Minnesota Alliance on Crime agency will not publicly disclose information about an employee's performance or remunerations without specific written permission of the employee. The personnel file for the Executive Director shall be physically retained only by the -President of the Board of Directors. All other employees' personnel files shall be retained, and not removed from, the time shall

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the originals from an employee's personnel file be removed from the office Minnesota Alliance on Crime Office. An employee may review that employee's file at any time and with the exception of the Executive Director's file shall be held by the President of the Board of Directors. It is the employee's right to review the file upon request and to insert a statement contesting any item(s) of data which the employee believes to be inaccurate or unfair.

EMPLOYEE COMPENSATION

- 1. Work Hours: Full-time employees will work a 40-hour week. P-and-part-time employees will work the designated hours as outlined in their jJob dDescription. Work schedules shall be in compliance with the Fair Labor Standards Act. The work day may vary based upon the number of compensatory hours accrued. Employees are required to document all hours of work.
- 2. <u>Compensation</u>: Compensation of all employees will be determined by the Board of Directors. <u>Salaries and/or wage shall be based upon the availability of funds as approved by the Board of Directors</u>. <u>The qThe experience and other qualifications of the person hired will determine his/her particular starting salary or wagepay</u>.
- 3. Salary increases: At the discretion of the Board of Directors, a salary increase, if any, The increase will come be applied on each staff/member's the anniversary on the completion of the probationary periodemployee's date of hire. Any salary increase will be Provided funding is available, and at the discretion of the Board based upon the performance review of the employee, salary and/or wage increases will be as approved by the Board of Directors.
- 4. Pay Period: All employees will-shall be paid every two weeks. Time sheets must be directed to the President of the Board of Directors and for approval for payment approval by the Board of Directors.
- 5. Reimbursement for Travel, Parking, and Other Business Related Expenses
 - a. Mileage: Staff-Employees will be reimbursed for mileage expenses for for business related driving purposes under the following circumstances. Mileage reimbursement will be paid at the current federal mileage reimbursement rate.

 Mileage will be paid at current federal rateMileage will be reimbursed for trips exceeding 10 miles round trip. Mileage will not be reimbursed for trips not exceeding 10 miles roundtrip. Mileage will not be reimbursed for normal

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commuting to and from an employee's residence to and from the Minnesota Alliance on Crime office and must be over 10 miles from the office. Mileage will be calculated from the Minnesota Alliance on Crime office to the businessrelated event, or from the employee's residence to the business-related event, whichever results in a shorter distance. All mileage reimbursement requests must be made in writing and submitted to the Board of Directors for reimbursement approval on a monthly basis. Staff will be reimbursed at the rate determined by the existing grant covering mileage for business related use of their cars, not including to and from work,

Parking: Employees will be Parking reimbursed for parking expenses for business related purposes. All parking reimbursement requests must be made in writing and submitted to the Board of Directors for reimbursement approval on a monthly basis. in the course of job performance is reimbursed.

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Trainingravel: At the discretion of the Board of Directors, and upon the preapproval of the Board of Directors, the Minnesota Alliance on Crime will pay for business-related training expenses for employees. These expenses may include registration, airfare, rental cars, hotel/motel costs, materials, and other related expenses at the discretion of the Board of Directors. Staff will be reimbursed for travel to attend workshops and meetings with approval of the Board of

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Directors and based on available resources.

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Meals: Employees will be reimbursed for meal expenses under the following circumstances. At the discretion of the Board of Directors, employees will be reimbursed for lunch expenses up to \$15.00 per day if: the employee documents and provides, in writing, the business-related purpose and attendees of the lunch meeting to the Board of Directors; and, the employee provides an itemized receipt of the lunch expense to the Board of Directors. If overnight travel is required for a pre-approved business-related event, and at the discretion of the Board of Directors, employees will be reimbursed for eating expenses up to \$35.00 per day if: the employee provides itemized receipts of the eating expenses to the Board of <u>Directors.</u> An employee will not be reimbursed for any alcohol purchased at any meal or event. An employee will not be reimbursed for any tip the employee provides for services rendered at any meal or event. MAC will pay up to \$35/day if overnight travel is required. Alcohol and tips are excluded. Must have itemized receipt and must be approved before payment. Business lunch and business purpose is documented, MAC will approve up to \$15 and itemized receipt is required and must be approved before payment. Maximum reimbursement, including sales tax shall be for the actual cost, and not to exceed IRS allowance. Meals will be reimbursed only when staff is in travel status while on approved project business. Meal expenses are not to include alcoholic beverages.

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Receipts: A staff member Employees who claims reimbursement for expenses must retain receipts in order to receive reimbursement for expenses from the Minnesota Alliance on Crime. If an employee could not obtain a receipt for a business related expense (i.e. taxi fare, parking meter, or other similar expense), the employee must document the employee's expense and submit the employee's request for reimbursement for the expense to the Board of Directors for reimbursement approval.

- f. Miscellaneous Business Related Expenses: The Executive Director may purchase up to an annual limit of \$250.00 for work-related equipment or work-related materials without prior approval from the Board of Directors. Once the \$250.00 annual limit has been reached, the Executive Director will need to obtain prior approval from the Board of Directors for any additional purchases of work-related equipment or work-related materials. The Executive Director will retain all receipts for purchases made. The Executive Director must—must include receipts along with expense reports. Items excluded from receipt requirements are approved expenses when a receipt is not possible to obtain (taxi fare, parking meter, etc.), When using the company expense cardattach these receipts to an expense report—an expense report to be filed with the Board of Directors—must be filled out with appropriate receipts attached. Expense report must be done on a monthly basis.
- g. Expense Credit Card: The Executive Director and the President may use the Minnesota Alliance on Crime expense credit card for business related purchases in accord with the policy limitations indicated above. Failure to follow proper reimbursement procedures may result in nonpayment.
- f. Other Expenses: Expenditures for other guests normally will not be reimbursed. In those instances where reimbursement may be claimed, a full explanation of the business purpose and the number of people served must accompany the request for reimbursement. Expenses must have prior approval of the Board of Directors before reimbursement will be made.
 - 6. Jury Duty: Employees who are summoned to jury duty will not be required to use any leave balances to cover time they may need to serve on jury duty. Employees on jury duty will receive their normal compensated salary or wage during the time they serve on jury duty. The time required for jury duty will not be charged to any leave. Any stipend the employee receives paid for the time the employee served on jury duty will be turned over to the Minnesota Alliance on Crime and the employee will be paid his or her regular salary.

 Employees are expected to complete his or her regular weekly work hours including the amount of time used for jury duty.

EMPLOYEE BENEFITS

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Eligible Employees: Except when noted to the contrary, an eligible employee shall be include Formatted: Underline a permanent full-time employee and a permanent part-time employee, regardless of the employee's or probationary employeestatus. Formatted: Indent: Left: 0" 1. -Health Insurance: For eligible full-time employees, the Minnesota Alliance on Crime Formatted: Underline, Font color: Auto will pay up to \$450.00 per month for single coverage health insurance and dental Formatted: Font color: Auto insurance. The \$450.00 per month cannot be used to assist in payment for an employee's spouse's health insurance and dental insurance plan or to assist in payment for an employee's family's health insurance and dental insurance plan. For eligible part-time employees, the Minnesota Alliance on Crime will pay a pro-rated amount for single coverage health insurance and dental insurance, dependent upon the percentage of average weekly hours the part-time employee works out of 40 hours. This pro-rated amount cannot be used to assist in payment for an employee's spouse's health insurance and dental insurance plan or to assist in payment for an employee's family's health insurance and dental insurance plan. If an eligible employee declines single coverage health insurance and dental insurance from the Minnesota Alliance on Crime, that employee will be required to sign a waiver of health insurance and dental insurance form. Maximum Insurance will be paid up to \$400/month for single insurance and cannot be transferred to a spouses or partner's account. If insurance is declined a sign waiver form is required. Formatted: Indent: Left: 0.5", No bullets or numbering Worker's Compensation Insurance: The Minnesota Alliance on Crime maintains a Formatted: Underline managed care worker's compensation insurance policy for its employees with a preselected health care provider. The Minnesota Alliance on Crime provides for worker's compensation iInsurance for its employees will be carried as required by- all applicable State Law.state and federal laws. Formatted: Indent: Left: 0.5", No bullets or numbering An employee who sustains an injury Injuries sustained-while performing a jobrelated duties task or duty shall must be reported report that injury as soon as possible to: the Executive Director, -who shall thereafter report to the Board of Directors-; or the Board of Directors directly. Formatted: Indent: Left: 1", No bullets or numbering Under Worker's Compensation, the Minnesota Alliance on Crime has a managed care Formatted: No bullets or numbering policy with preselected health care providers. 3. Unemployment Compensation: Absent a termination for cause, the Minnesota Alliance Formatted: Underline on Crime will provide for uUnemployment cCompensation will be covered as required by lawas required by applicable state and federal law. Formatted: Indent: Left: 0.5", No bullets or numbering Social Security (FICA): The Minnesota Alliance on Crime will Employees are Formatted: Underline automatically enrolled, as required by law-automatically deduct FICA tax from each employee's paycheck. Formatted: No bullets or numbering 5. Paid Holidays: All eligible full-time and part-time employees will earn holiday pay. Formatted: Underline Holiday pay will be pro-rated for part-time employees. These holidays are not included in PTO. The holidays are: 11 Adopted by the Board of Directors on _

- a. New Year's Day
- b. Martin Luther King Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- h.i. T-and-he day following Thanksgivingday afte Dayr

—Christmas Day

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6. Education and Training Opportunities: At the discretion of the Board of Directors, and upon pre-approval from the Board of Directors. When funds are available and budgeted, staff employees are encouraged to attend conferences, seminars, institutes, etc...and training opportunities -relating to the employee's work at the Minnesota Alliance on Crime. Employees w Staff will receive be paid only for her or histhe employee's normal salary or wage for the time the employee spends at an approved conference, seminar, or training opportunity. normal allowable work day hours with no compensation accumulation allowed.

6

7. Absence Without LeavePaid Time Off (PTO): Eligible employees will receive accrued Any absence of an employee from workduty that is not authorized by specific grant or leave under the provisions of these policies will be deemed to be absence without leave. An employee shall receive no compensation or benefits for Any suchabsence without leave. Absence without leave shall also be without pay or benefits and shall be grounds for discipline or dismissal of an employee's dismissal from employment with the Minnesota Alliance on Crime.

7. pPTOaid time off for their work with the Minnesota Alliance on Crime. Paid time off may be used for vacation time, sick time, and/or bereavement/emergency leave. An eligible employee may use his/her accrued paid time off once the employee has completed the employee's first 90 days of employment. Advance notice in writing of at least one (1) week should be given to the President of the Board who in turn will notify the Board of Directors when staff will be taking one week or more of paid time off. Eligible employees shall accrue paid time off according to the following schedule: provides employees with flexibility concerning paid time off from work by combining vacation time, personal time, sick time, and bereavement/emergency leave into a single set of paid time away from work. By combining the various options into one plan, MAC reduces the administrative burden of monitoring these activities and employees have greater flexibility in scheduling time off. No PTO hours shall be granted within the first 90 days of employment.

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<u>a.</u> -Eligible full-time <u>staff employees</u> shall <u>receive accrue twenty (20)</u> days of <u>PTOpaid</u> time off per year at the accrual rate of (1.666 0.7692 paid time off days <u>per per twoweek pay periodmonth)</u>.

Either (8) hours can be flexed in two (2) week period if needed. Anything over will need Board approval.

- b. accrue PTO at a rate of 14 hours per month for 0 to end of 5 years of service and at a rate of 16 hours per month after 5 years. Eligible part-time employees staff-shall accrue paid time off on a pro-rated basis pro rated PTO., dependent upon the percentage of average weekly hours the part-time employee works out of 40 hours.
- e: Eligible employees may not carry mNo more than a total of twenty (20) days paid time off accrued at any time during the eligible employee's term of employment at the Minnesota Alliance on Crime. Any accrued paid time off in excess of the total twenty (20) day limit will be lost by the eligible employee. Once the eligible employee's paid time off total drops below twenty (20) total accrued days, the eligible employee will continue to accrue paid time off until the eligible employee again reaches the total twenty (20) day accrual limit again. given time anything over that will be lost.

 b. Accumulated PTO may not exceed 40 hours as of December 31 of each year.

 The hours will be pro-rated for part-time staff. All hours over the allowable amount will be lost. The only exception will be when special permission has been requested of an approved by the Board of Directors.
- d. Upon employment termination termination of an employee's employment, the employee shall receive payment at the employee's normal rate of payment for the balance of any raccumulated PTO-paid time off remaining for the employee. A payment under this provision will not exceed a maximum total of twenty (20) accrued days of paid time off to the employee. will be paid at the normal rate, with a maximum of 60 hours. The hours will be pro rated for part time staff. If employment is terminated during the probationary period of an employee's employment, that employee will not be entitled to a termination payment for accrued paid time off.
- 8. Compensated Time: Exempt employees will not accrue compensatory hours. Nonexempt employees can accrue compensation hours up to a total of 40 hours per calendar
 year. This amount will be pro-rated for part-time non-exempt employees, dependent
 upon the percentage of average weekly hours the part-time employee works out of 40
 hours. A non-exempt employee must use the non-exempt employee's compensatory time
 by December 31 of each year. On January 1 of each coming year, all non-exempt
 employees will lose all remaining, unused, compensatory time from the previous year.
 Any accrued compensatory time will not be paid out to a non-exempt employee upon the
 termination of that non-exempt employee's employment.
- 9. Flexible Time: As needed, eligible employees may flex up to eight (8) hours of work time during each two-week pay period. Eligible employees may flex more than eight (8) hours of work time during a two-week pay period only upon the preapproval and at the discretion of the Board of Directors.

first six months of employment, accumulated PTO will not be paid,

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Comp Time

10. Temporary Employees: Temporary employees are not entitled to the employee benefits described above at the Minnesota Alliance on Crime. Temporary employees will receive only those employment benefits specifically required by state and federal law, including, but not limited to, FICA, unemployment, and worker's compensation. At the discretion of the Board of Directors, the Board of Directors may provide temporary employees with health care, paid holidays, and paid time off.

Exempt employees will not accrue compensatory hours. The Executive Director Non-exempt employees can accrue comp hours up to a total of 40 hours per calendar year. This amount will be pro-rated for a part-time non-exempt employees Executive Director. These hours must be used by December 31 of each year or will be lost. Any accrued comp time will not be paid out upon employment termination.

Temporary employees are not eligible for benefits other than those provided for by law (FICA, unemployment, and worker's compensation). The Board of Directors may, at the Board's discretion, provide temporary employees with the following benefits: health care, paid holidays, vacation leave, and sick leave.

11. Absence Without Leave: Any absence of an employee from work that is not authorized by specific grant, the Executive Director, or the Board of Directors will be deemed to be absence without leave. An employee shall receive no compensation or benefits for any absence without leave. Absence without leave shall also be grounds for discipline or dismissal of an employee from employment with the Minnesota Alliance on Crime.

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OUTSIDE EMPLOYMENT AND ACTIVITIES

The Minnesota Alliance on Crime normally allows an employee, intern, or volunteer to maintain reasonable outside employment or consultation is ordinarily allowed at another organization outside the Minnesota Alliance on Crime, subject to the following considerations.

- I. If outside employment or activities are deemed by the Executive Director or the Executive CommitteeBoard of Directors to interferebe interfering with or in conflict with either job performance at the Minnesota Alliance on Crime or with the philosophy of the Minnesota Alliance on Crime, the employee, intern, or volunteer engaged in outside employment or activity will be asked to make a choice between the outside employment or activityies and their employment, internship or volunteer workjob with the Minnesota Alliance on Crime. In serious cases, the outside conflict may be provide grounds for discipline or for dismissal of an employee, intern, or volunteer.
- 2. During the normal course of the employee's regular employment with the Minnesota Alliance on Crime, any donations and/or honorariums that a Minnesota Alliance on Crime employee, intern, or volunteer receives for are given to the Executive Director or any other staff from speaking engagements, services, workshops, consultations or other services provided through the Minnesota Alliance on Crime, will go belong to the Minnesota Alliance on Crime. Contracts entered into prior to date of employment shall be exempt.

3. Any materials developed by an employee, intern, or volunteer of the Minnesota Alliance on Crime for the use of the Minnesota Alliance on Crime use in the normal course of the employee's, intern's, or volunteer's regular work with the Minnesota Alliance on Crime shall become the property of belong to the Minnesota Alliance on Crime. Any such materials and cannot be used for personal gainoutside of the normal course of the employee's, intern's, or volunteer's regular work with the Minnesota Alliance on Crime without the express and written consent of the Board of Directors.

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DISCIPLINARY PROCEDURE

 It is the policy of the Board of <u>Directors</u> to administer preventative and progressive disciplinary action for all <u>paid and unpaid employees</u>, <u>interns</u>, <u>or volunteersstaff</u>.

2. <u>Progressive Discipline:</u> Elements of progressive disciplinarye action include:

2.

- a. Verbal reprimand: A verbal reprimand shall consist of an informal discussion with between an employee and/or volunteer the Executive Director or Executive Committee and the employee, intern, or volunteer about a relatively minor offense violation of these Personnel Policies. The verbal reprimand shall be documented in the employee's, intern's, or volunteer's file or in the volunteer's file and shall include the signature of the employee, intern, or volunteer.
- b. Written reprimand: A written reprimand shall consist of a formal written statement to the employee, intern, or volunteerperson, which describes the violation of the Personnel Policies, offense, refers to previous reprimands, states the desired goals or outcomes of this reprimandaction, and outlines the subsequent disciplinary action for the employee, intern, or volunteer should the violation problem-continue. The employee, intern, or volunteer shall sign the original statement-written reprimand. The original signed written reprimand shall be placed in the employee's, intern's, or volunteer's personnel file, and the employee, intern, or volunteer shall receive a copy of the written reprimand.

b. is to be signed by the employee or volunteer and included in their file. The employee or volunteer shall receive a copy of the statement.

c. Suspension: A suspension shall consist of an involuntary, compulsory, and temporary absence of an employee, intern, or volunteer from their normal work at the Minnesota Alliance on Crime. duty without pay. Prior to any suspension, n (or, as soon as possible in the case offollowing any serious employee infractions requiring immediate action by the Board of Directors, as soon thereafter as possible), the employee, intern, or volunteer shall is to receive a written statement from the Executive Director or the Board of Directors indicating the reasons for the employee's, intern's, or volunteer's suspension, the length of anythe suspension period, and an outline of further disciplinary action the Board of Directors will take should the cited violation persist. The employee, intern, or volunteer shall sign the original written statement. The original signed written statement shall be placed in the employee's, intern's, or volunteer's personnel file, and the employee, intern, or volunteer shall receive a copy of the written statement. Tproblem continue. The original statement shall be signed by the

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employee and included in the personnel file. The employee shall receive a copy of the statement. The maximum period of any suspension shall be 10 working days. The employee's, intern's, or volunteer's position shall be held open pending the employee's, intern's, or volunteer's employees return to work. An employee or intern shall not receive any compensation for any missed working days during the period of the employee's or intern's suspension. Formatted: No bullets or numbering 3. Employment Termination by the Minnesota Alliance on Crime. The following violations Formatted: Underline are considered to be provide grounds for an employee's, intern's, or volunteer's termination dismissal from work for the Minnesota Alliance on Crime. These grounds provide only examples, and are neither entirely inclusive nor entirely exclusive: and are not to be considered inclusive or exclusive. Formatted: Indent: Left: 0.5", No bullets or numbering Failure to meet the written conditions of a probationary period. Formatted: Indent: Left: 1", No bullets or numbering b. Persistent failure to meet the requirements of the job. Formatted: No bullets or numbering c. Outside employment or activities that are deemed by the Executive Director or the Board of Directors to interfere or conflict with either job performance at the Minnesota Alliance on Crime or the philosophy of the Minnesota Alliance on Formatted: Font color: Auto Crime. Outside employment or activities that are deemed by the Executive Director and the Formatted: No bullets or numbering Board to be seriously interfering or in conflict with job performance at the Minnesota Alliance on Crime, or the philosophy of the Minnesota Alliance on Crime. d. Unauthorized absence from workduty. Formatted: No bullets or numbering e. Willfully sharing confidential information obtained through the Minnesota Alliance on Crime in an inappropriate or illegal manner breaking confidentiality. Formatted: No bullets or numbering Willful and persistent tardiness. Formatted: No bullets or numbering g. Willful refusal to adhere to the policies, procedures, and practices of the Minnesota Alliance on Crime. Formatted: No bullets or numbering h. Theft or embezzlement. Formatted: No bullets or numbering Other criminal activity. Formatted: Indent: Left: 1", No bullets or numbering A decision to terminate dismiss an employee, intern, or volunteer shall be made by a majority of the Board of Directors. It is understood that there might may be timescircumstances when the disciplinary procedure outlined above is not possible or prudent. In such cases, disciplinary actions or immediate termination dismissal may occur- by the Executive Director, for subsequent review by the Board of Directors. Formatted: Indent: Left: 0.5", No bullets or numbering An employee or intern may request a formal review of their dismissal by filing a formal request to review their dismissal, including the disputed grounds for their dismissal, within (30) thirty days of the employee's or intern's dismissal.

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Formatted: Indent: Left: 0.5", No bullets or numbering A written grievance must be submitted within 30 days of dismissal. Formatted: No bullets or numbering **LAYOFFS** When termination of employment termination of an employee's employment at the Minnesota Alliance on Crime is due to restructuring of a program, or project, staffing, or temporary lack of resources, seniority and performance reviews shall will be part considered by the Board of Directors in reaching any decision to lay-off Minnesota Alliance on Crime employees. of this decision. 1. It will be the responsibility of the Board-President of the Minnesota Alliance on CrimeBoard of Directors to provide a written notice of lay-off two weeks to all affected employees two weeks in advance of any lay-off, if possible. This notice will make clear that this termination is a lay-off and not a dismissal. Formatted: No bullets or numbering **GREIVANCE** COMPLAINT PROCEDURES Any employee, intern, or volunteer who wishes to file a complaint regarding their work at the Minnesota Alliance on Crime must follow this complaint The procedure must be followed in the sequence listed. Failure to utilize this process-complaint procedure is shall to be considered grounds for termination of employment work with the Minnesota Alliance on Crime. An employee, intern, or volunteer has the right to present a complaint individually, as a group, or through a designated representative. Formatted: Indent: Left: 0.5", No bullets or numbering 2. Any staff member employee, intern, or volunteer who feels she or he has a complaint against another employee, intern, or volunteer should first take the their complaint matter directly to the individual(s) involved in the complaint. Every effort should be made at this point to personally resolve the complaint with that employee, intern, or volunteerthe dispute. Formatted: Indent: Left: 0.5", No bullets or numbering 3. If a resolution to the complaint has not been reached the issue has not been resolved in accord with the procedure described above, ,-the employee, intern, or volunteer shall bring their complaint directly to staff member or volunteer involved should bring the issue to the Executive Director within one (1) week of their previous attempt at personal resolution-within one week. Formatted: No bullets or numbering 4. If a resolution to the complaint has not been reached through the above process and procedures Executive Director in accord with the procedure described above, the employee, intern, or volunteer shall submit their complaint, in writing, a grievance must be submitted within one week, in writing, to the President of the Board of Directors Adopted by the Board of Directors on _ 18

within one (1) week of their previous attempt at resolution with the Executive Director. The written complaint must be signed by the person(s) who raises the complaint. The written complaint should set forth the nature of the complaint, the facts upon which the complaint is based, the specific section(s) of these policies alleged to be violated, any other pertinent information, and the relief requested. and a copyA copy of the written complaint shall be letter sent to all other people employees, interns, or volunteers involved.

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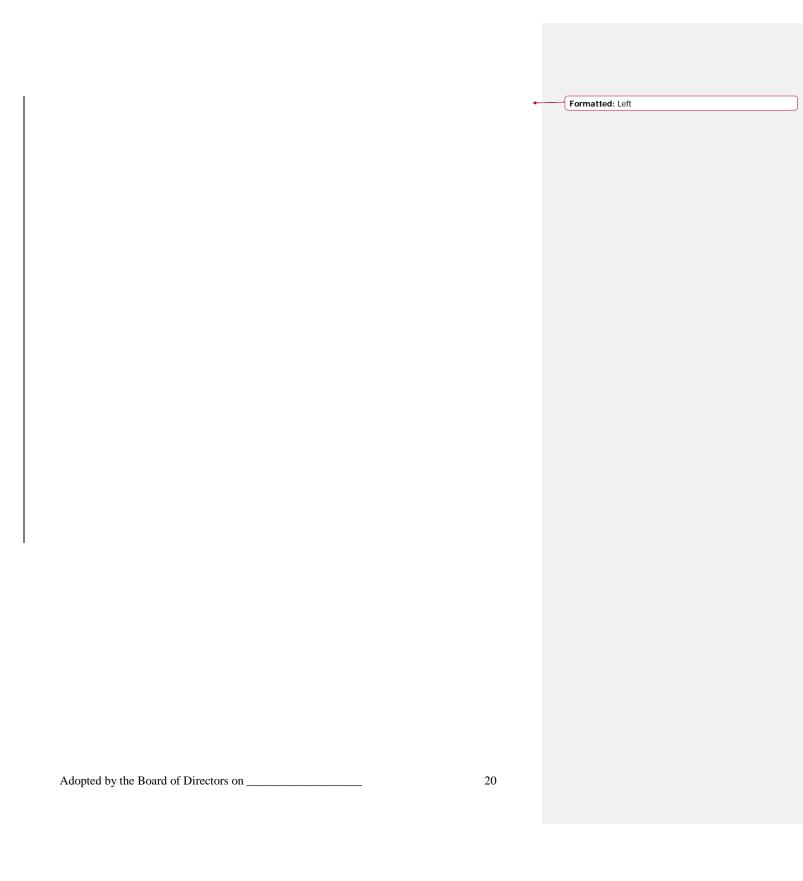
4.5. The President of the Board of Directors shall will-submit the written grievance-complaint to the Board of Directors. The grievance letter must be signed by the person(s) having the grievance and should set forth the nature of the grievance, the facts upon which it is based and the specific section(s) of these policies allegedly violated, and any other pertinent information, and the relief requested. The Board of Directors shall review the written complaint, make a decision on any action the Board of Directors will take, and shall-respond in writing to the written complaint within 30 calendar days of the time_date the Board of Directors receives the written complainted. The_decision of the Board of the Board of Directors on any action shall be final decision regarding that complaint. Staff has the right to present a grievance individually, as a group, or through a designated representative.

CONSTITUENT SERVICE
ANTI-DISCRIMINATION POLICYPOLICY
AIDS, ARC, HUMAN IMMUNE DEFICIENCY VIRUS (HIV),
AND HEPATITIS B (HBV) POLICY

The Minnesota Alliance on Crime policy will not to-discriminate against any individual it serves on the basis of race, religion, color, political party, sex, national origin, sexual preference, age, or disability. in services to any survivor of crime or her/his loved ones. In addition, the Minnesota Alliance on Crime will not discriminate in allowing opportunities for paid or volunteer positions. In keeping with this policy, the Minnesota Alliance on Crime will not refuse services or opportunities to anyone for reasons of contact with or infection with a person infected by AIDS, ARC, HIV, or HBV. The Minnesota Alliance on Crime will keep all Further, it is our policy that all records will bemedical records of individuals it serves private and subject to applicable state and federal data privacy laws.

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MINNESOTA ALLIANCE ON CRIME

SEXUAL HARASSMENT-POLICY

POLICY:

Title VII of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, sex, age, or national origin. Sexual harassment is included among the prohibitions. It is the Minnesota Alliance on Crime's policy to promote a work place free from sexual harassment. Each individual has the right to work in a professional atmosphere which promotes equal opportunityies and prohibits discriminatory practices, including sexual harassment. At the Minnesota Alliance on Crime, sexual harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated.

DEFINITION:

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose of effect of unreasonably interfering with an individual's
 work performance or creating an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to: _unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtation, advances or propositions; verbal abuse of_=a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, touching, or pinching; suggestive insulting_or_, or_obscene comments_or; gestures of a sexual nature; and display in the work place of sexually-suggestive objects or pictures.

GUIDELINES:

This policy covers all employees, interns, and volunteers of the Minnesota Alliance on Crime. The Minnesota Alliance on Crime will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, managers, or by outside clients or other non-employees who conduct business with the Minnesota Alliance on Crime. The Minnesota Alliance on Crime encourages reporting of all incidents of sexual harassment regardless of who may be the offender may be.

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- 2. All supervisory personnel within the agency are responsible for eliminating any and all forms of known sexual harassment of which they are aware. Any management personnel supervisory personnel who is made aware of know of sexual harassment harassment occurring at the Minnesota Alliance on Crime and fails to take corrective action pursuant to this policy will be subject to discipline up to, and including, termination.
- 3. Twhile the Minnesota Alliance on Crime encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome. The Minnesota Alliance on Crime also recognizes that this form of notification to the offender may not always be effective or possible. power and status of disparities between an alleged person harassing and a target may make such a confrontation impossible. In the event that this form of notification to the offender is either ineffective or impossible, the such informal, direct communication between individuals is either ineffective or impossible, the Executive Committee of the Board of Directors should be contacted through the procedure outlineds below. The Minnesota Alliance on Crime will not in any way retaliate in any way against an individual who makes a report of sexual harassment, nor will the Minnesota Alliance on Crime permit allow any supervisor, officerboard member, or employee, intern, or volunteer to do so as well. Retaliation against an individual making a report of sexual harassment is a serious violation of this sexual harassment policy and should be reported in accord with the procedure identified in this policy immediately.

PROCEDURES:

- 1. A report of an alleged violation of this <u>sexual harassment</u> policy should be made immediately to the Executive Director or the <u>Board President of the Board of Directors</u>.
- 2.) An investigation of the alleged sexual harassment will be handled through the Executive Committee in a confidential manner, to the extent practical and appropriate under the circumstances, so asin order to protect the privacy of the persons involved. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances The Executive Committee will work with the reporter of the alleged sexual harassment. In pursuing the investigation, the Executive Committee will seek to take the wishes of the complainant into consideration, but will thoroughly investigate the matter as appropriate under the circumstances. The Executive Committee will inform the alleged offender will be made aware of the sexual harassment report and will be givengive the alleged offender an opportunity to respond to the report and present witnesses to the Executive Committee. The Chief Executive Officer Executive Director or the President of the Board of Directors will keep the complainant reporter informed as to the status of the investigation. Upon completion of the investigation of a sexual harassment complaint report, tThe Chief Executive OfficerExecutive Committee will recommend the any appropriate action to be taken. If the Minnesota Alliance on Crime concludes that sexual harassment occurred, the harasser will be subject to appropriate disciplinary action, as described below. The complainant

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<u>reporter of the sexual harassment</u> will be informed of the disciplinary action taken <u>by the Executive Committee</u>.

- 3.) In the event that the alleged sexual e-harassment cannot be substantiated, this the Executive Committee will share this finding will be communicated to the complainant in an with the reporter of the alleged sexual harassment in an appropriately sensitive manner. The complainant is always free to provide additional evidence The Executive Committee will also share this finding with the alleged perpetrator of the sexual harassment. which will also be investigated.
- 4.) If any party directly involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments appeal in a timely manner within (1) one week to the President or Co-President of the Executive Committee for review by the full Minnesota Alliance on Crime Board of Directors.e.
- 5.) Employment conditions of the complainant reporter, alleged harasser, and witnesses will be in no not be way adversely affected through the use of this procedure, subject to paragraph 7, below.
- 6.) Individuals found to have engaged in misconduct constituting sexual harassment will be disciplined_-up to, and including, termination. Appropriate sanctions may also include a written reprimand, referral to counseling, and withholding pay.
- 7.) If an investigation results in a finding that the eomplainant reporter of the alleged sexual harassment falsely accused another of sexual harassment knowingly or in a malicious manner, the eomplainant reporter will be subject to appropriate sanctions, including the possibility of termination.
- 8) The Chief Executive Officer shall forward to the Board of Directors or a committee of the Board of Directors any sexual harassment complaint filed against the Minnesota Alliance on Crime. The Chief Executive Officer shall follow the procedures set forth above and shall keep the Board apprised of the investigation and findings that arise from the complaint. The Chief Executive Officer shall keep confidential the identities of all parties involved pending completion of the investigation.

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ETHICS-POLICY

It is the policy of Minnesota Alliance on Crime that its <u>employees and</u>-board members <u>and staff</u> (<u>employees, interns, and volunteers</u>) uphold the highest standards of ethical, professional behavior. To that end, the <u>Minnesota Alliance on Crimese employees and</u>-board members <u>and staff shall dedicate themselves to carrying out the mission of this organization and</u>-shall:

- Hold paramount the safety, health, and welfare of the public in the performance of their professional duties.
- 2. Act in such a manner as to uphold and enhance the personal and professional honor, integrity, and the dignity of the Minnesota Alliance on Crime.
- Treat <u>all persons</u> with respect and consideration <u>all persons</u> <u>and</u> , without regard to race, color, religion, sexual preference, political affiliation, marital status, place of residence, disability, financial status, age, or other consideration prohibited by lawregardless of race, religion, gender, sexual orientation, maternity or family marital status, disability, age or national origin.
- Engage in carrying out <u>the</u> Minnesota Alliance on Crime's mission in a professional manner.
- Collaborate with and support other professionals in carryingto carry out the Minnesota Alliance on Crime's mission.
- 6. Build professional reputations on the merit of services <u>provided</u> and refrain from competing unfairly with others.
- 7. Recognize that the chief function of Minnesota Alliance on Crime at all times is to serve the best interests of its constituency.
- <u>8. KAccept as a personal duty the responsibility to keep up to date on emerging issues involving the Minnesota Alliance on Crime.</u>
- 8.9.Cand to conduct themselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
- 9-10. Respect the structure and responsibilities of the Board of Delirectors, provide the Board of Directorsm with accurate facts and sound advice and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the Board of Delirectors.
- 10.11. Keep the community informed about issues affecting the community it.
- 11.12. <u>Conduct organizational duties withProvide</u> positive leadership exemplified bythrough open communication, creativity, dedication and compassion.

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- 12.13. Exercise <u>any whatever</u> discretionary authority they have under the <u>lawin accord</u> with to <u>lawfully carrying</u> out the mission of the <u>organizationMinnesota Alliance on Crime</u>.
- 13.14. Serve with each other and the community with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.
- 14.15. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all activities in order to inspire confidence and trust in such activities.
- 45-16. Avoid any interest or activity that is in conflict with the conduct of their any official duty at the Minnesota Alliance on Crimeies.
- 16.17. Respect and protect privileged <u>and confidential</u> informationn to which they have access in the course of their official duties.
- <u>18. Strive for personal and professional excellence Eand e</u>ncourage the professional development of others.
- 17.19. Strive for personal and professional excellence individually and as a team.

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MINNESOTA ALLIANCE ON CRIME POLICY AND ON CONFLICTS OF INTEREST AND DISCLOSURE OF CERTAIN INTERESTS

This conflict of interest policy is designed to help directors, officers board members, and employees, interns, and volunteers of the Minnesota Alliance on Crime to-identify situations that present potential conflicts of interest in their service to the Minnesota Alliance on Crime.

Additionally, this policy is intended and to provide the Minnesota Alliance on Crime with a procedure which, if observed, will allow an action taken by a board member or employee who has a conflict of interest to remain a valid and binding action for the Minnesota Alliance on Crime. Transaction to be treated as valid and binding even though a director, officer or employee has or may have a conflict of interest with respect to the transaction. Thise policy is further intended to comply with the procedure prescribed provided for in Minnesota Statutes. Section 317A.255, governing conflicts of interest for directors of nonprofit corporations. In the event there is an inconsistency between the requirements and procedures prescribed provided for herein and those provided for in section 317A.255, the statutes shall control. All capitalized terms are defined in Part 2 of this policy.

1. **Definitions.**

- a. A "Conflict of Interest" is any circumstance described in Part 2 of this Policy.
- A "Responsible Person" is any person serving as the Executive Director, employee, intern, volunteer, or member of the Board of Directors of the Minnesota Alliance on Crime.
- c. A "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, brother sister, or spouse of a brother or sister, of a Responsible Person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of charitable organization by the Minnesota Alliance on Crime. The making of a gift to the Minnesota Alliance on Crime is not a Contract or Transaction.
- 2. <u>Conflict of Interested Defined.</u> For purposes of this policy, the following circumstances shall be deemed to create a Conflicts of Interest:

a. Outside Interests.

a.

-A Contract or Transaction <u>entered into</u> between <u>the Minnesota Alliance on</u>
Crime and a Responsible Person or Family Member.

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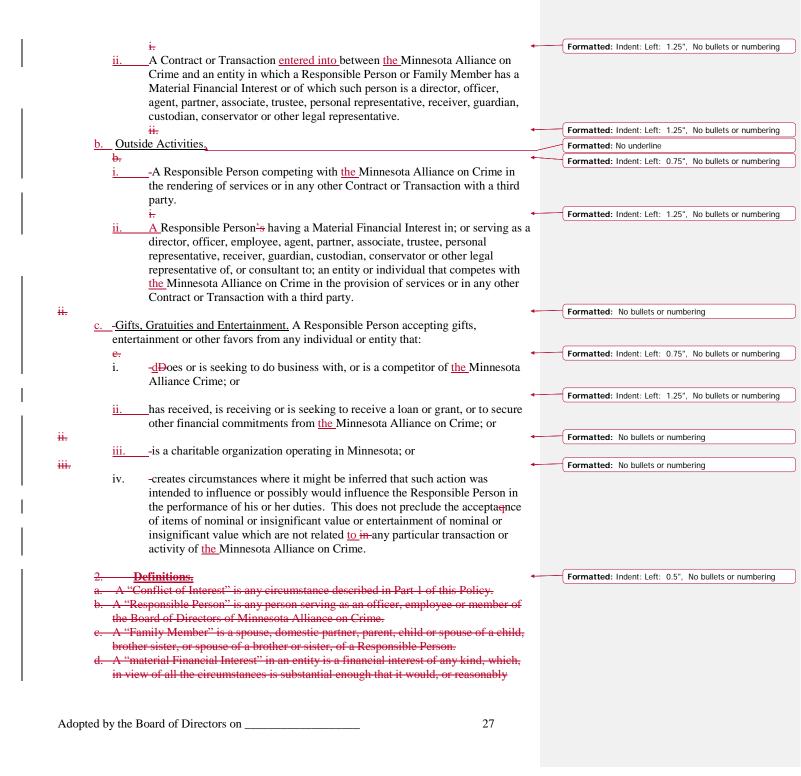
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could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.

A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of charitable organization by Minnesota Alliance on Crime. The making of a gift to

3. -Procedures.

3.

a. -Prior to action taken by the Bboard of Directors or Executive Cor-committee action on a Contract or Transaction involving a Conflict of Interest, a director-board member or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.

Minnesota Alliance on Crime is not a Contract or Transaction.

a

b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe the Board of Directors or Executive Committee that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

b.

A person who has a Conflict of Interest shall not participate in or be permitted to hear the <u>Board of Directors' or Executive Committee board or committee</u>'s discussion of the matter except to disclose material facts and to respond to questions. _Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

e.

d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a Ceonflict of Linterest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.

d.

e. Responsible Persons who are not members of the Board of Directors of the Minnesota Alliance on Crime, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of action taken by the Board of Directors Board or Executive Ceommittee action, shall disclose to the cehair or the cehair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect the Minnesota Alliance on Crime's participation in such Contract or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the

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<u>c</u>Chair or the <u>c</u>Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

e.

-Confidentiality. Each Responsible Person shall exercise care not to otherwise publicly disclose confidential information acquired in connection with an inquiry into any real or potential Conflict of Interest. such status or information the disclosure of which might be adverse to the interests of Minnesota Alliance on Crime. Furthermore, a each Responsible Person shall not disclosure or use confidential information relating to the business of Minnesota Alliance on Crime for the personal profit or advantage of the Responsible Person or a Family Member.

4.

5. Review of Policy,

).

<u>a.</u> -Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.

a.

b. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a potential Conflict of Interestate arising. Such relationships, positions or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to the Minnesota Alliance on Crime. Any such information regarding business interests of a Responsible Person or Family Member shall be treated as confidential. Such information shall be made and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address a Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this pPolicy.

υ.

This policy shall be reviewed annually by each member of the Board of Directors.
 Any changes to the policy shall be communicated immediately to all Responsible Persons.

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MINNESOTA ALLIANCE ON CRIME CONFLICT OF INTEREST INFORMATION FORM

Name: _____ Title: _____

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innesota Alliance on Crime Conflict of Interest Information Form

Please described below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest arising (as defined in the Minnesota Alliance on Crime's Policy on Conflicts of Interest.) Examples include, but are not limited to, employment at or ownership of businesses with which the Minnesota Alliance on Crime contracts for services; any relationship with an organization that competes with the Minnesota Alliance on Crime in the provision of services or acquisition of funding; and receipt of gifts/favors from these businesses or organizations.			
I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed and agre3e to abide by the Policy of Conflict of Interest of Minnesota Alliance on Crime that is currently in effect.			
Adopted by the Board of Directors on 30			

Signature:	Date: _	

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Adopted by the Board of Directors on _____

GIFT ACCEPTANCE POLICY

The Minnesota Alliance on Crime actively solicits gifts and grants to further the mission of the organization. There is a potential that the acceptance of certain gifts could compromise the ability of the organization to accomplish its goals or could jeopardize its tax-exempt status. Hence Therefore, the following gift acceptance policy applies to all board members, employees, interns, or volunteers of the Minnesota Alliance on Crime:

Acceptance

<u>The Minnesota Alliance on Crime's responsibility is to-will productively pursue gifts and grants</u> that will further the

organization's Minnesota Alliance on Crime's mission, goals, and objectives. The primary consideration in the pursuit of

gifts and grants is how the year gifts and grants will benefit the organization Minnesota Alliance on Crime in the most ethical and unencumbered manner.

The chief executive Executive Director and the Board of Directors of the Minnesota Alliance on Crime and the Board have the authority to solicit and/or accept gifts on behalf of the Minnesota Alliance on Crime. Unrestricted, outright gifts of cash, check, credit card, and publicly traded securities do not require approval.

Gifts will only be accepted where there is charitable intent on the part of the donor. The Minnesota Alliance on Crime is unable towill not accept gifts that are overly restrictive in purpose. The most desirable gifts are those with the least restrictions, as unrestricted funds allow the organization Minnesota Alliance on Crime to address its most pressing needs.

Refusal of Gifts

The Minnesota Alliance on Crime reserves the right to refuse contributions gifts that do not enhance, promotefurther, and ensure further the purpose mission of the Minnesota Alliance on Crime and or the long-range financial viability of the organization Minnesota Alliance on Crime. The Minnesota Alliance on Crime further reserves the right, as well as the right to determine how a gift will be credited and/or recognized.

Unless the board grants a specific exception, <u>the</u> Minnesota Alliance on Crime will not accept any gifts that:

- Contain a condition that requires any action on the part of the Minnesota Alliance on <u>Crime organization</u> that is unacceptable to the Board of Directors administration;
- Contain a condition that the proceeds will be spent by the Minnesota Alliance on Crime organization for the personal benefit of a named individual or individuals;

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Adopted by the Board of Directors on _____

32

Require the organization Minnesota Alliance on Crime and its administration to employ a specified person now or at a future date;

 Inhibit the organization Minnesota Alliance on Crime from seeking gifts from other donors:

- Expose the organization to adverse publicity, litigation, or other <u>civil or criminal</u> liabilityies;
- Require undue expenditures, or involve the organization in unexpected additional responsibilities of the Minnesota Alliance on Crime because of the gift'sir source, conditions, or purpose;

• Involve unlawful discrimination based upon race, religion, gender, sexual orientation, age, national origin, color, disability, or any other basis prohibited by federal, state, and local laws.

Property encumbered by a mortgage or other indebtedness cannot normally be accepted us a gift unless the donor agrees to assume all carrying costs until the property is liquidated. Exceptions to this guideline can be made when the value of the property exceeds the anticipated exposure, or will produce income, or will be used by Minnesota Alliance on Crime in its programs.

<u>The</u> Minnesota Alliance on Crime does not accept any gifts requiring annuity payments that will beneed to be guaranteed by the organization Minnesota Alliance on Crime.

Gifts of Property

Any gifts of real estate or gifts of other property valued at \$5,000.00 or more must be approved by the Board of Directors (or designated committee) of the Minnesota Alliance on Crime.

Donors are responsible for obtaining their own appraisals for tax purposes of real property or tangible or intangible personal property being given to Minnesota Alliance on Crime. <u>Donors are further responsible and</u> for any fees or other expenses related to such appraisals.

<u>The Minnesota Alliance on Crime retains the right to obtain its own qualified appraisals, at its own expense</u>, of real -property or tangible or intangible personal property being offered to the <u>Minnesota Alliance on Crime</u> as a gift at its own expense.

Property encumbered by a mortgage or other indebtedness cannot normally be accepted as a gift by the Minnesota Alliance on Crime unless the donor agrees to assume all property costs until the property is liquidated. Exceptions to this guideline can be made when the value of the property exceeds the anticipated mortgage or indebtedness, or will produce income, or will be used by the Minnesota Alliance on Crime in its programs.

<u>The Minnesota Alliance on Crime will acknowledge receipt of gifts of tangible personal or real property in accordance with the federal tax law. In doing so, the Minnesota Alliance on Crime and December 1 in accordance with the federal tax law. In doing so, the Minnesota Alliance on Crime and December 1 in accordance with the federal tax law.</u>

Adopted by the Board of Directors on _____

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<u>designee_and_will</u> sign any IRS form or other documents necessary for the donor to obtain a tax deduction for such gifts, so long as such acknowledgment does not <u>entail_require that the Minnesota Alliance on Crime perform a valuation of ing</u> the gift.

Noncash gifts will be accepted only when it is reasonably expected they can be converted into cash within a reasonable period of time, or when the Minnesota Alliance on Crime can utilize the property noncash gift in its operations. OGenerally one year shall generally be considered a reasonable period of time for conversion of a noncash gift to cash. All noncash gifts to the Minnesota Alliance on Crime will be sold at the discretion of the Minnesota Alliance on Crime, whose express policy will be to convert the property to cash at the earliest opportunity, keeping in mind current market conditions and the potential use of the property in the accomplishment ofto further the mission of the Minnesota Alliance on Crime.

All gifts of life insurance must comply with applicable state insurance regulations, including insurable interest clauses.

Gifts of Securities

Gifts of sSecurities are shall be received into the an investment account maintained at an SEC accredited financial or brokerage institution, as determined by the Ffinance Ceommittee of the Board of Directors.

Gifts of securities will be acknowledged to the donor at the value received into the <u>investment</u> account, as of the day the gift of securities is received.

All securities will be sold immediately after the Minnesota Alliance on Crime has knowledge of receipt of those securities into the investment account.

Professional Advice

Prospective donors shall be should be strongly encouraged in all cases to consult with their own independent legal and/or tax advisors about proposed gifts, including tax and estate planning implications of those gifts. No representative of the Minnesota Alliance on Crime shall provide legal or tax advice to any donor or prospective donor.

Upon request, representatives of the_Minnesota Alliance on Crime may provide to-the-donor, in order to <a href="mailt

Confidentiality

Adopted by the Board of Directors on _____

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All information about donors and prospective donors, including but not limited to their names, the names of their beneficiaries, the nature and amounts of their gifts, and the sizes of their estates will be kept confidential by the-Minnesota Alliance on Crime and its representatives, unless the donor grants permission to release such information. _All requests by donors for anonymity will be honored, except to the extent that the-Minnesota Alliance on Crime is required by law to disclose the identity of donors.

Authority

The board Board of Directors' chair or his or her designee is authorized to enter into planned gift agreements on behalf of the Minnesota Alliance on Crime. The Board of Directors' chair or his or her designee is further authorized and to execute any and all documents necessary or appropriate to consummate such agreements.

Revision or Amendment

<u>Upon recommendation from the Fundraising Committee or the Finance Committee, t</u>These gift acceptance policies may be revised or amended by the <u>board Board of Directors</u>, <u>upon recommendation from the fundraising or finance committees of the board.</u>

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WHISTLEBLOWER POLICY	Formatted: Don't adjust space between Latin and Attext, Don't adjust space between Asian text and number
<u>General</u>	Formatted: Underline
The Minnesota Alliance on Crime's Personnel Policies Code of Ethics and conduct required requires the Executive Director, employees, interns, and volunteers directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees, interns, volunteers, and representatives of the Minnesota Alliance on Crime, we must practice honesty and integrity in fulfilling our responsibilities and comply with all while complying with all applicable laws and regulations.	
Reporting Responsibility	Formatted: Underline
It is the responsibility of all-the Executive Director, employees, interns, and volunteers directors, officers and employees to comply with the Code Minnesota Alliance on Crime's -Personnel Policies and to report violations or suspected violations in accordance with the this Whistleblower Policy.	
No Retaliation	Formatted: Underline
No director, employee, intern, or volunteerNo director, officer or employee who in good faith reports a violation of the Minnesota Alliance on Crime's Code-Personnel Policies shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Minnesota Alliance on Crime prior to seeking resolution outside the organization.	
Reporting Violations	Formatted: Underline
Adopted by the Board of Directors on 36	

The Code-Minnesota Alliance on Crime's Personnel Policies addresses the Minnesota Alliance on Crime's open door policy and suggests that employees, interns, and volunteers share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's, intern's, or volunteer's supervisor is in the best position to address an area of concern. However, if you the employee, intern, or volunteer is are not comfortable speaking with your a supervisor or you are not satisfied with your a supervisor's response, the employee, intern, or volunteer is you are encouraged to speak with someone in the Human Resources Department or anyone on the Board on the Board of Directors. with whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the Personnel Policies Code of Conduct to the Minnesota Alliance on Crime's Corganization's Compliance Officer. The Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or if uncomfortable approaching a supervisor, an employee, intern, or volunteer when you are not satisfied or uncomfortable with following the Minnesota Alliance on Crime's open door policy, individuals should contact the Organization's Compliance Officer Minnesota Alliance on Crime's Compliance Officer directly.

α		O 000
Com	nliance	Officer

Accounting and Auditing Matters

The <u>Executive aCudit committee</u> of the <u>Bb</u>oard of <u>Ddirectors shall address respond to all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Compliance Officer shall immediately notify the <u>audit committee Finance Committee</u> of any such complaint and work with the committee until the matter is resolved.</u>

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code-Personnel Policies must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Personnel PoliciesCode. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Adopted by the Board of Directors on _____

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Violations or suspected violations of the Personnel Policies may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Compliance Officer will notify_-the sender of any complaint and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

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